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No. 37] NEW DELHI, SEPTEMBER 6—SEPTEMBER 12, 2009, SATURDAY/BHADRA 15—BHADRA 21, 1931

इस भाग में यिन पृष्ठ संख्या दी जाती है जिससे कि यह पृष्ठक संकलन के रूप में रखा जा सके।
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(वित्तीय सेवाएं विभाग)

(आईएफ 1 अनुभाग)

नई दिल्ली, 25 अगस्त, 2009

का.आ. 2454.—भारतीय निर्यात-आयात बैंक अधिनियम, 1981 (1981 का 28) की धारा 6 की उप-धारा (1) के खंड (ङ) के उप-खंड (झ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, एतद्वारा, सुश्री पाबती सेन व्यास, सचिव (ईआर), विदेश मंत्रालय को अगले आदेशों तक, श्री एन. रवि, सचिव (पूर्व), विदेश मंत्रालय के स्थान पर भारतीय निर्यात-आयात बैंक (एकिजम बैंक) के निदेशक मंडल में निदेशक के रूप में नियुक्त करती है।

[फा. सं. 24/27/2002-आई एफ-1 (भाग III)]

डॉ. हरमीत सिंह, अवर सचिव

MINISTRY OF FINANCE
(Department of Financial Services)
(If. 1 Section)

New Delhi, the 25th August, 2009

S.O. 2454.—In exercise of the powers conferred by Sub-clause (i) of clause (e) of sub- section (1) of Section 6

of the Export Import Bank of India Act, 1981 (28 of 1981), the Central Government hereby nominates Ms. Parbati Sen Vyas, Secretary (ER), Ministry of External Affairs, as Director on the Board of Directors of Export Import Bank of India (Exim Bank) vice Shri N. Ravi, Secretary (East), Ministry of External Affairs, until further orders.

[F. No. 24/27/2002-IF. 1 (Part III)]

Dr. HARMEET SINGH, Under Secy.

नई दिल्ली, 31 अगस्त, 2009

का.आ. 2455.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रक्रीण उपबंध) योजना, 1970/1980 के खण्ड 3 के उप-खण्ड (1) और खण्ड 8 के उप-खण्ड (1) के साथ पठित बैंककारी कंपनी (उपकरणों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा 3 के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात, एतद्वारा, श्री बसंत सेठ (जन्म तिथि 16-02-1952), वर्तमान में उप प्रबन्ध निदेशक, भारतीय लघु उद्योग विकास बैंक (सिड्नी) को उनके पदभार ग्रहण करने की तारीख से और 29-02-2012 तक की अवधि के लिए, अर्थात् उनकी अधिकारिता की तारीख तक, अथवा अगले

आदेशों तक, जो भी पहले हो, सिंडीकेट बैंक के अध्यक्ष एवं प्रबंध निदेशक के पद पर नियुक्त करती है।

[फ. सं. 9/8/2009-बी.ओ-1]
जी.बी. सिंह, उप सचिव

New Delhi, the 31st August, 2009

S.O. 2455.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, in consultation with the Reserve Bank of India, hereby appoints Shri Basant Seth (DoB 16-2-1952) presently Deputy Managing Director, Small Industries Development Bank of India (SIDBI) as Chairman & Managing Director, Syndicate Bank from the date of taking charge of the post and for a period upto 29-2-2012 i.e. the date of his superannuation or until further orders, whichever is earlier.

[F. No. 9/8/2009-BO.1]

G. B. SINGH, Dy. Secy.

कार्यालय मुख्य आयकर आयुक्त

जोधपुर, 27 अगस्त, 2009

सं. 9/2009-10/1398

का.आ. 2456.—आयकर अधिनियम 1961 (1961 का 43वां) की धारा 10 के खण्ड (23ग) के उपखण्ड (via) के साथ पठित आयकर नियमावली-1962 के नियम 2गए द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य आयकर आयुक्त, जोधपुर एतद्वारा द राजस्थान मेडिकल सोसायटी एण्ड रिसर्च सेन्टर, सुमेरपुर को उक्त धारा के प्रयोजनार्थ निर्धारण वर्ष 2010-11 से आगे जब तक इसे वापस न लिया जाए तब तक निम्नलिखित शर्तों के अधीन अनुमोदित करते हैं :—

1. कर निर्धारिती उसकी आय का प्रयोग अथवा उसकी आय का प्रयोग करने के लिए उसका संचयन पूर्णतः तथा अनन्यतः उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई।
2. कर निर्धारिती उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढांग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा।
3. यह आदेश किसी ऐसी आय के संबंध में लागू नहीं होगा, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक ऐसा कारोबार उक्त कर निर्धारिती के उद्देश्यों की प्राप्ति के लिए प्रासारिक

नहीं हो तथा ऐसे कारोबार के संबंध में अलग से सेवा पुस्तिकाएं नहीं रखी जाती हो।

4. कर निर्धारिती आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आयकर प्राधिकारी के समक्ष फाइल करेगा।
5. विघटन की स्थिति में इसकी अतिरिक्त राशियां और परिसंपत्तियां समान उद्देश्यों वाले धर्मार्थ संगठन को दे दी जाएंगी और उसका कोई भी भाग संस्थान के किसी सदस्य को नहीं दिया जाएगा।
6. आयकर अधिनियम की धारा 10 (23ग) के साथ पठित 11खखग में परन्तुक 15 की शर्तों में अनाम दानों के सम्बन्ध में यह अनुमोदन लागू नहीं होगा।

[संदर्भ सं.-मुआ.आ./आ.अ.(तक)/जोध/2009-10/1398]

सुरेन्द्र मिश्र, मुख्य आयकर आयुक्त

**OFFICE OF THE CHIEF COMMISSIONER OF
INCOME TAX**

Jodhpur, the 27th August, 2009

No. 9/2009-10/1398

S.O. 2456.—In exercise of the powers conferred by Sub-clause (via) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), read with rule 2CA of the Income Tax Rules, 1962, I the Chief Commissioner of Income Tax, Jodhpur hereby approve “THE RAJASTHAN MEDICAL SOCIETY & RESEARCH CENTRE, SUMERPUR” for the purpose of the said Section for the assessment year 2010-11 onward, subject to the following conditions :—

1. the assessee will apply its income or accumulate for application wholly and exclusively to the objects for which it is established ;
2. the assessee will not invest or deposit its funds (other than voluntary contribution received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11 ;
3. this order will not apply in relation to any income being profits and gain of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business;
4. the assessee will regularly file its return of income before the income-tax authority in accordance with the provisions of Income-tax Act, 1961 ;
5. that in the event of dissolution, its surplus and the assets will be given to a charitable organization with similar objectives and no part of the same will go to any of the members of the Institution;

6. The approval will not apply in relation to anonymous donations in terms of the fifteenth proviso to Section 10(23C) r.w.s. 115BBC of the Act.

[Ref. No. CCIT/ITO(Tech.)/Ju/2009-10/1398]

S. K. MISHRA, Chief Commissioner of Income Tax

कार्यालय मुख्य आयकर आयुक्त

जयपुर, 3 सितम्बर, 2009

सं. 08/2009-10

का.आ. 2457.—आयकर नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 (1961 का 43वां) की धारा 10 के खण्ड(23सी) की उप धारा (vi) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मुख्य आयकर आयुक्त, जयपुर एतद्वारा, निर्धारण वर्ष 2008-2009 एवं आगे के लिए कथित धारा के उद्देश्य से “अरावली शिक्षण एवं अनुसंधान संस्थान, नीम का थाना, सीकर” को स्वीकृति देते हैं।

बशर्ते कि समिति आयकर नियम 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 की धारा 10 के उपखण्ड (23 सी) की उपधारा (vi) के प्रावधानों के अनुरूप कार्य करे।

[क्रमांक: मुआआ/अआआ/(मु.)/जय/10(23 सी) (vi) / 2009-10/2091]

बी. एस. डिल्लों, मुख्य आयकर आयुक्त

OFFICE OF THE CHIEF COMMISSIONER OF
INCOME TAX

Jaipur, the 3rd September, 2009

No. 08/2009-10

S.O. 2457.—In exercise of the powers conferred by Sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), read with rule 2CA of the Income-tax Rules, 1962 the Chief Commissioner of Income-tax, Jaipur hereby approves “Aravali Sikshan Avam Anusandhan Sansthan, Neem Ka Thana, Sikar (Rajasthan)” for the purpose of said section for the A. Yrs. 2008-2009 & onwards.

Provided that the society conforms to and complies with the provisions of sub-clause(vi) of clause (23C) of section 10 of the Income-tax Act, 1961 read with rule 2CA of the Income-tax Rules, 1962.

[No. CCIT/JPR/Addl. CIT(Hqrs.)/10(23C)(vi)/2009-10/2091]

B. S. DHILLON, Chief Commissioner of Income-tax

(राजस्व विभाग)

(केन्द्रीय ग्रन्त्यक्ष कर बोर्ड)

नई दिल्ली, 31 अगस्त, 2009

सं. 63/2009

का.आ. 2458.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर

नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5घ के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनार्थ कर निर्धारण वर्ष 2009-10 के आगे से संगठन सेंटर फार डेवलपमेंट आफ एडवांस्ड कम्प्यूटिंग, पुणे को निम्नलिखित शर्तों के अधीन “वैज्ञानिक अनुसंधान संघ” की श्रेणी में अनुमोदित कियां गया है, अर्थात्:-

- (i) अनुमोदित “वैज्ञानिक अनुसंधान संघ” का एक मात्र उद्देश्य वैज्ञानिक अनुसंधान करना होगा ;
- (ii) अनुमोदित संगठन स्वयं वैज्ञानिक अनुसंधान कार्य-कलाप जारी रखेगा ;
- (iii) अनुमोदित संगठन बही-खाता रखेगा तथा उक्त अधिनियम की धारा 288 की उपधारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा ।
- (iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित विवरण की प्रति प्रस्तुत करेगा ।

2. केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि अनुमोदित संगठन :-

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा ; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा ; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त दान एवं प्रयुक्त राशि का अपना विवरण प्रस्तुत नहीं करेगा ; अथवा
- (घ) अपना अनुसंधान कार्य कलाप करना बंद कर देगा अथवा इसके अनुसंधान कार्य-कलाप को जायज नहीं पाया जाएगा ; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5घ के साथ पठित उक्त अधिनियम, की धारा 35 की उपधारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा ।

[फा. सं. 203/84/2008-आ.क.नि.-II]

डा. संजय कुमार लाल, अवर सचिव

(Department of Revenue)
 (Central Board of Direct Taxes)
 New Delhi, the 31st August, 2009
 No. 63/2009

S.O. 2458.—It is hereby notified for general information that the organization Centre for Development of Advanced Computing, Pune has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with rules 5C and 5D of the Income-tax Rules, 1962 (said Rules) from assessment year 2009-2010 in the category of 'scientific research association' subject to the following conditions, namely:—

- (i) The sole objective of the approved 'scientific research association' shall be to undertake scientific research;
- (ii) The approved organization shall carry out the scientific research activity by itself;
- (iii) The approved organization shall maintain books of accounts and get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such Accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act.
- (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization:—

- (a) fails to maintain books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of donations received and amounts applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of Section 35 of the said Act read with rules 5C and 5D of the said Rules.

[F. No. 203/84/2008/ITA-II]

Dr. SANJAY KUMAR LAL, Under Secy.

नई दिल्ली, 1 सितम्बर, 2009

सं. 64/2009

का.आ. 2459.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5घ के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनार्थ कर निर्धारण वर्ष 2008-09 के आगे से संगठन पी.एस.जी. एंड संस चेरिटीज फॉर दी. यूनिट पी.एस.जी. कालेज ऑफ टेक्नोलॉजी, कोयम्बतूर को निम्नलिखित शर्तों के अधीन आंशिक रूप से अनुसंधान कार्यकलापों में लगे 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थातः—

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा।
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;
- (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग बही-खाता रखेगा अनुसंधान करने के लिए प्रयुक्त राशि दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उपधारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार द्वारा से अपनी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा;
- (iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपयुक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित विवरण की प्रति प्रस्तुत करेगा।

2. केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि अनुमोदित संगठन :—

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5घ के साथ पठित उक्त अधिनियम, की धारा 35 की उपधारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[फ. सं. 203/93/2008-आ.क.नि.-II]

डा. संजय कुमार लाल, अवर सचिव

New Delhi, the 1st September, 2009

No. 64/2009

S.O. 2459.—It is hereby notified for general information that the organization P.S.G. & Sons Charities for the unit P.S.G. College of Technology, Coimbatore, has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules) from assessment year 2008-2009 onwards in the category of 'other Institution', partly engaged in research activities subject to the following conditions, namely :—

- (i) The sums paid to the approved organization shall be utilized for scientific research ;
- (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students ;
- (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an Accountant as defined in the explanation to sub-section (2) of section 288 of the said Act and furnish the report of such audit duly signed and verified by such Accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of section 139 of the said Act;
- (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization :—

- (a) fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1 ; or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1 ; or
- (c) fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1 ; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine ; or
- (e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of

section 35 of the said Act read with rules 5C and 5E of the said Rules.

[F.No.203/93/2008/ITA-II]

Dr. SANJAY KUMAR LAL, Under Secy.

नई दिल्ली, 4 सितम्बर, 2009

सं. 66/2009

का.आ. 2460.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5ड. के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनार्थ कर निर्धारण वर्ष 2004-05 से आगे से संगठन थापर सेंटर फार इंडस्ट्रियल रिसर्च एंड डेवलपमेंट, पटियाला को निम्नलिखित शर्तों के अधीन आशिक रूप से अनुसंधान कार्यकलापों में लगी 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थातः—

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा ;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा ;
- (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग बही-खाता रखेगा जिसमें अनुसंधान के लिए प्रयुक्त राशि दर्शाई गई हो, तथा उक्त अधिनियम की धारा 288 की उपधारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयकर अथवा आयकर निदेशक को प्रस्तुत करेगा ;
- (iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित विवरण की प्रति प्रस्तुत करेगा ।

2. केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि अनुमोदित संगठन :—

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अलग लेखा बही नहीं रखेगा ; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा ; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त दान एवं प्रयुक्त राशि का अपना विवरण प्रस्तुत नहीं करेगा ; अथवा

(घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा ; अथवा

(ङ) उक्त नियमावली के नियम 5ग और 5ड. के साथ पठित उक्त अधिनियम, की धारा 35 की उपधारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा ।

[फा. सं. 203/27/2009-आ.क.नि.-II]

डा. संजय कुमार लाल, अवर सचिव

New Delhi, the 4th September, 2009

No. 66/2009

S.O. 2460.—It is hereby notified for general information that the organization Thapar Centre for Industrial Research & Development, Patiala has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules) from Assessment year 2004-2005 onwards in the category of 'other Institution', partly engaged in research activities subject to the following conditions, namely :—

- The sums paid to the approved organization shall be utilized for scientific research ;
- The approved organization shall carry out scientific research through its faculty members or its enrolled students ;
- The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an Accountant as defined in the explanation to sub- section (2) of section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of section 139 of the said Act;
- The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization :—

- fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1 ; or
- fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1 ; or
- fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1 ; or
- ceases to carry on its research activities or its research activities are not found to be genuine ; or
- ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of section 35 of the said Act read with rules 5C and 5E of the said Rules.

[F. No. 203/27/2009/ITA-II]

Dr. SANJAY KUMAR LAL, Under Secy.

संचार और सूचना प्रौद्योगिकी मंत्रालय

(सूचना प्रौद्योगिकी विभाग)

नई दिल्ली, 31 अगस्त, 2009

का.आ. 2461.—केन्द्र सरकार, एतद्वारा, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में सूचना प्रौद्योगिकी विभाग के प्रशासनिक नियंत्रण के अंतर्गत आने वाली सॉफ्टवेयर टेक्नोलॉजी पार्क्स ऑफ इंडिया नामक स्वायत्त संस्था के आईटी पार्क, ईपीआईपी, सीतापुरा औद्योगिक क्षेत्र, टॉक रोड, जयपुर स्थित केन्द्र, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है ।

[सं 7(2)/2005-ह.अ.]

चन्दन कुमार चट्टर्जी, संयुक्त निदेशक

MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY

(Department of Information Technology)

New Delhi, the 31st August, 2009

S.O. 2461.—In pursuance of Sub-Rule (4) of the Rule 10 of the Official Language (use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the Software Technology Parks of India, an autonomous society under the administrative control of the Department of Information Technology, located at IT Park, EPIP, Sitapura Industrial Area, Tonk Road, Jaipur, more than 80% staff whereof have acquired the working knowledge of Hindi.

[No. 7(2)/2005-H.S.]

C. K. CHATTERJEE, Jr. Director

नई दिल्ली, 7 सितम्बर, 2009

का.आ. 2462.—सार्वजनिक परिसर अधिनियम (गैर अधिकृत निवासियों की निकासी), 1971 (1971 का 40) के खण्ड 3 में विहित शक्तियों का प्रयोग करते हुए, केन्द्र सरकार कथित कार्य के लिए भारत संचार निगम लिमिटेड के अधिकारियों को जो कि नीचे दी गई तालिका के कालम (2) में उल्लिखित सरकारी राजपत्रित अधिकारियों के समकक्ष सम्पदा अधिकारी नियुक्त करती है। संपदा अधिकारियों के समान ही प्रदत्त शक्तियों का प्रयोग करेंगे और अपने कर्तव्यों का पालन करेंगे। ये सम्पदा अधिकारी उपरोक्त अधिनियम के अंतर्गत तालिका के कालम-3 में उल्लिखित अपने अधिकार क्षेत्र के सार्वजनिक परिसर के प्रभारी होंगे :—

तालिका

क्र. सं.	अधिकारी का पदनाम	सार्वजनिक परिसरों की श्रोणियाँ एवं अधिकार क्षेत्र की स्थानीय सीमाएं
1	2	3
1.	उपमहाप्रबंधक (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, आदिलाबाद के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
2.	उपमहाप्रबंधक (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, अनंतपुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
3.	उपमहाप्रबंधक (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, कुडप्पा के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
4.	उपमहाप्रबंधक (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, गुन्दूर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
5.	उपमहाप्रबंधक (प्रशासन) कार्यालय मुख्य महाप्रबंधक, दूरसंचार, आंध्र प्रदेश परिमंडल, हैदराबाद	हैदराबाद एवं सिकंदराबाद में टाइप-V (डी-II) क्वार्टरों के लिए।
6.	उपमहाप्रबंधक (प्रशासन) कार्यालय प्रधान महाप्रबंधक, हैदराबाद दूरसंचार जिला, हैदराबाद	हैदराबाद एवं सिकंदराबाद में टाइप-I से टाइप-IV क्वार्टरों एवं सभी भवनों/परिसरों एवं हैदराबाद और सिकंदराबाद में खाली पड़े स्थानों एवं हैदराबाद और रंगारेड्डी जिले के राजस्व स्थान।
7.	उपमहाप्रबंधक (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, करीमनगर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
8.	उपमहाप्रबंधक (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, खम्माम के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
9.	उपमहाप्रबंधक (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, कुरनूल के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
10.	उपमहाप्रबंधक (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, महबूबनगर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
11.	उपमहाप्रबंधक (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, नालगैंडा के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
12.	उपमहाप्रबंधक (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, नेल्लोर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
13.	उपमहाप्रबंधक (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, निजामाबाद के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
14.	उपमहाप्रबंधक (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, ओंगोल के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
15.	उपमहाप्रबंधक (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, राजामुंद्री के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
16.	उपमहाप्रबंधक (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, संगारेड्डी के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
17.	उपमहाप्रबंधक (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, श्रीकाकुलम के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
18.	उपमहाप्रबंधक (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, तिरुपति जिला तिलूर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
19.	उपमहाप्रबंधक (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, विजयवाड़ा के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
20.	उपमहाप्रबंधक (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, विशाखापट्टनम के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
21.	उपमहाप्रबंधक (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, विजयानगरम के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
22.	उपमहाप्रबंधक (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, वारंगल के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
23.	उपमहाप्रबंधक (योजना एवं प्रचालन)	मुख्य महाप्रबंधक, दूरसंचार परिमंडल, गुवाहाटी के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
24.	उपमहाप्रबंधक (योजना एवं प्रशासन)	महाप्रबंधक, दूरसंचार जिला, कामरूप के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।

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56. मंडल अभियंता (योजना)	महाप्रबंधक दूरसंचार जिला, पाली के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।	
57. मंडल अभियंता (योजना)	दूरसंचार जिला प्रबंधक, सवाई माधोपुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।	
58. मंडल अभियंता (योजना)	महाप्रबंधक दूरसंचार जिला, सीकर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।	
59. मंडल अभियंता (योजना)	महाप्रबंधक दूरसंचार जिला, सिरोही के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।	
60. मंडल अभियंता (योजना)	महाप्रबंधक दूरसंचार जिला, श्री गंगानगर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।	
61. मंडल अभियंता (योजना)	दूरसंचार जिला प्रबंधक, टोंक के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।	
62. मंडल अभियंता (योजना)	महाप्रबंधक दूरसंचार जिला, उदयपुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।	
63. सहायक महाप्रबंधक (प्रशासन)	मुख्य महाप्रबंधक दूरसंचार उत्तर-पूर्व-। परिमंडल, शिलांग के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।	
64. मंडल अभियंता (योजना)	महाप्रबंधक दूरसंचार जिला, मेघालय एसएसए, शिलांग के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।	
65. मंडल अभियंता (योजना) परिक्षेत्र।	महाप्रबंधक दूरसंचार जिला, भिजोरम, आईजोल के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।	
66. मंडल अभियंता (योजना)	महाप्रबंधक दूरसंचार जिला, त्रिपुरा, अगरतला के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।	
67. सहायक महाप्रबंधक (सामान्य), कार्यालय महाप्रबंधक, गुजरात दूरसंचार परिमंडल अहमदाबाद	मुख्य महाप्रबंधक दूरसंचार, गुजरात परिमंडल, अहमदाबाद के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र नामतः अहमदाबाद डाक एवं तार काम्पलैक्स/वासना कालोनी/रनिप कालोनी/संचार कालोनी/ वस्त्रायुट कालोनी भानीनगर दूरसंचार/बापू नगर कालोनी और शहलाम कालोनी	
68. उपमंडल अभियंता (सामग्री प्रबंधन)	महाप्रबंधक दूरसंचार जिला, अमरेली के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र नामतः अमरेली/बागसर/चलाली/डैनगर/रजूला/सावरकुंडला/जाफराबाद/धारी/ खाम्बा/लाथी/बाबरा और लीला।	
69. सहायक महाप्रबंधक (योजना)	महाप्रबंधक दूरसंचार जिला, भद्रुच के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।	
70. सहायक महाप्रबंधक (योजना)	महाप्रबंधक दूरसंचार जिला, भावनगर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।	
71. मंडल अभियंता (आन्तरिक अनुरक्षण)	महाप्रबंधक दूरसंचार जिला, भावनगर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।	
72. सहायक महाप्रबंधक, (प्रशासन)	महाप्रबंधक दूरसंचार जिला, भावनगर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।	
73. उपमंडल अभियंता (ओ सी बी) गांधीधाम	महाप्रबंधक दूरसंचार जिला, भुज के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।	
74. उपमंडल अभियंता (स्थापना एवं अपला)	महाप्रबंधक दूरसंचार जिला, भुज के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।	
75. मंडल अभियंता (प्रशासन)	महाप्रबंधक दूरसंचार जिला, गोधरा के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।	
76. उपमंडल अभियंता (सामान्य)	महाप्रबंधक दूरसंचार जिला, हिमतनगर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।	
77. सहायक महाप्रबंधक (प्रशासन)	महाप्रबंधक दूरसंचार जिला, जामनगर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।	
78. सहायक महाप्रबंधक (योजना)	महाप्रबंधक दूरसंचार जिला, जूनागढ़ के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।	
79. उपमंडल अभियंता (मानव संसाधन विकास)	महाप्रबंधक दूरसंचार जिला, मेहसाना के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।	
80. उपमंडल अभियंता (भवन)	महाप्रबंधक दूरसंचार जिला, नाडियाड के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।	

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81.	सहायक महाप्रबंधक (प्रशासन एवं विधि) पालनपुर, अधीनस्थ महाप्रबंधक दूरसंचार जिला पालनपुर	टेलीफोन एक्सचेंज बिल्डिंग जोगवर पैलेस, पालनपुर।
82.	मंडल अभियंता फोन्स पालनपुर अधीनस्थ महाप्रबंधक दूरसंचार जिला पालनपुर	पालनपुर, बड़गांव, डन्टा और धनेरा तालुक के सभी टेलीफोन एक्सचेंज बिल्डिंग एवं स्टाफ क्वार्टर्स।
83.	मंडल अभियंता (ग्रामीण) डीसा अधीनस्थ महाप्रबंधक दूरसंचार जिला पालनपुर	कांकरेज, थराड और वाव तालुका के सभी टेलीफोन एक्सचेंज बिल्डिंग एवं स्टाफ क्वार्टर्स।
84.	मंडल अभियंता फोन्स, डीसा अधीनस्थ महाप्रबंधक दूरसंचार जिला पालनपुर	डीसा के सभी टेलीफोन एक्सचेंज बिल्डिंग एवं स्टाफ क्वार्टर्स।
85.	मंडल अभियंता (प्रचालन) देवदार अधीनस्थ महाप्रबंधक दूरसंचार जिला पालनपुर	देवदार रधनपुर एवं संतलपुर की सभी टेलीफोन एक्सचेंज बिल्डिंग एवं स्टाफ क्वार्टर्स।
86.	सहायक महाप्रबंधक (प्रशासन)	महाप्रबंधक दूरसंचार जिला, राजकोट के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
87.	सहायक महाप्रबंधक (भूमि एवं भवन)	महाप्रबंधक दूरसंचार जिला, सूरत के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
88.	उपमंडल अभियंता (भवन)	महाप्रबंधक दूरसंचार जिला, सुरेन्द्रनगर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
89.	सहायक महाप्रबंधक (प्रशासन)	महाप्रबंधक दूरसंचार जिला, वडोदरा के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
90.	सहायक महाप्रबंधक (योजना)	महाप्रबंधक दूरसंचार जिला, कल्याण के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
91.	उप महाप्रबंधक (योजना)	महाप्रबंधक दूरसंचार जिला, अम्बाला के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
92.	उप महाप्रबंधक (योजना)	महाप्रबंधक दूरसंचार जिला, फरीदाबाद के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
93.	उप महाप्रबंधक (प्रचालन एवं प्रशासन)	महाप्रबंधक दूरसंचार जिला, गुडगांव के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
94.	उप महाप्रबंधक (प्रशासन एवं योजना)	महाप्रबंधक दूरसंचार जिला, हिसार के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
95.	उप महाप्रबंधक (प्रशासन एवं योजना)	महाप्रबंधक दूरसंचार जिला, जींद के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
96.	उप महाप्रबंधक (योजना एवं प्रौद्योगिकी)	महाप्रबंधक दूरसंचार जिला, करनाल के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
97.	उप महाप्रबंधक (प्रशासन एवं योजना)	महाप्रबंधक दूरसंचार जिला, रोहतक के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
98.	उप महाप्रबंधक (योजना)	महाप्रबंधक दूरसंचार जिला, सोनीपत के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
99.	उप महाप्रबंधक (योजना)	प्रधान महाप्रबंधक दूरसंचार कोयम्बटूर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
100.	सहायक महाप्रबंधक (प्रशासन)	महाप्रबंधक दूरसंचार, कड़दलोर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
101.	मंडल अभियंता (आंतरिक योजना)	महाप्रबंधक दूरसंचार धर्मपुरी के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
102.	मंडल अभियंता (प्रशासन एवं योजना)	महाप्रबंधक दूरसंचार एरोडे के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
103.	सहायक महाप्रबंधक (प्रशासन)	महाप्रबंधक दूरसंचार करईकुड़ी के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
104.	सहायक महाप्रबंधक (योजना)	महाप्रबंधक दूरसंचार मदुरै के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
105.	सहायक महाप्रबंधक (प्रसारण एवं योजना)	महाप्रबंधक दूरसंचार नागरकोड़िल के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
106.	सहायक महाप्रबंधक (योजना)	महाप्रबंधक दूरसंचार नीलगिरी के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
107.	सहायक महाप्रबंधक (प्रशासन)	महाप्रबंधक दूरसंचार पांडिचेरी के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
108.	मंडल अभियंता (योजना)	

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109.	मंडल अभियंता (प्रशासन)	महाप्रबंधक दूरसंचार सलेम के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
110.	उपमंडल अभियंता (योजना-II)	महाप्रबंधक दूरसंचार तंजावुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
111.	सहायक महाप्रबंधक (प्रशासन)	महाप्रबंधक दूरसंचार तिळनालवेली के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
112.	मंडल अभियंता (प्रशासन)	महाप्रबंधक दूरसंचार त्रिल्ली के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
113.	सहायक महाप्रबंधक (प्रशासन)	महाप्रबंधक दूरसंचार थुकुडी के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
114.	मंडल अभियंता (योजना)	महाप्रबंधक दूरसंचार वेल्लोर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
115.	मंडल अभियंता (प्रशासन)	प्रधानाधार्य, राजीव गांधी भवित्वात् यरिमंडल दूरसंचार प्रशिक्षण केंद्र, चेन्नै के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
116.	मंडल अभियंता (प्रशासन एवं योजना)	महाप्रबंधक दूरसंचार जिला, अल्मोड़ा के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
117.	सहायक महाप्रबंधक (योजना)	महाप्रबंधक दूरसंचार जिला, देहरादून के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
118.	उपमंडल अभियंता ((योजना))	महाप्रबंधक दूरसंचार जिला, हरिहार के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
119.	सहायक महाप्रबंधक (प्रशासन)	महाप्रबंधक दूरसंचार जिला, नैनीताल के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
120.	उपमंडल अभियंता कार्यालय महाप्रबंधक दूरसंचार, जिला, न्यू टिहरी	महाप्रबंधक दूरसंचार जिला, न्यू टिहरी के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
121.	सहायक महाप्रबंधक (प्रशासन)	महाप्रबंधक दूरसंचार जिला, श्रीनगर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
122.	सहायक महाप्रबंधक (प्रशासन) पूर्व दूरसंचार क्षेत्र, कोलकाता	मुख्य महाप्रबंधक, पूर्व दूरसंचार क्षेत्र, क्षेत्रदास लेन, कोलकाता के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
123.	मंडल अभियंता (प्रशासन)	महाप्रबंधक दूरसंचार जिला, आसनसोल के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
124.	मंडल अभियंता (योजना एवं प्रशासन)	दूरसंचार जिला प्रबंधक बांकुरा के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
125.	मंडल अभियंता (योजना एवं प्रशासन)	महाप्रबंधक दूरसंचार जिला, बेहरामपुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
126.	उपमंडल अभियंता (प्रशासन)	दूरसंचार जिला प्रबंधक कूच्चिहार के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
127.	मंडल अभियंता (योजना एवं प्रशासन)	महाप्रबंधक दूरसंचार जिला, गंगटोक के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
128.	मंडल अभियंता (योजना एवं प्रशासन)	महाप्रबंधक दूरसंचार जिला, जलपायगुड़ी के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
129.	मंडल अभियंता (प्रशासन)	महाप्रबंधक दूरसंचार जिला, खड्गपुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
130.	मंडल अभियंता (प्रशासन)	महाप्रबंधक दूरसंचार जिला, कोलकाता के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
131.	सहायक महाप्रबंधक (स्टाफ), कार्यालय मुख्य महाप्रबंधक दूरसंचार, पश्चिम बंगाल दूरसंचार परिमंडल कोलकाता	कोलकाता एवं उसके निकटवर्ती क्षेत्र (शहरी क्षेत्र ए-१ में शामिल) में क्वार्टर्स ।
132.	मंडल अभियंता (प्रशासन एवं वाणिज्य)	महाप्रबंधक दूरसंचार जिला, कृष्णानगर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
133.	मंडल अभियंता (योजना एवं प्रशासन)	महाप्रबंधक दूरसंचार जिला मालदा के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
134.	मंडल अभियंता (योजना एवं प्रशासन)	दूरसंचार जिला प्रबंधक पुरासिया के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
135.	मंडल अभियंता (योजना एवं प्रशासन)	महाप्रबंधक दूरसंचार जिला रायगंज के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
136.	मंडल अभियंता (प्रशासन)	महाप्रबंधक दूरसंचार जिला सिलीगुड़ी के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
137.	मंडल अभियंता (प्रशासन)	उपमहाप्रबंधक, सूरी के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।

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138.	सहायक महाप्रबंधक (भवन), कोलकाता	महाप्रबंधक दूरसंचार जिला, कोलकाता के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
139.	मंडल अभियंता (अभियांत्रिकी)	महाप्रबंधक अनुरक्षण, दक्षिणी दूरसंचार क्षेत्र, बैंगलोर के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
140.	मंडल अभियंता (अभियांत्रिकी)	महाप्रबंधक अनुरक्षण, दक्षिणी दूरसंचार क्षेत्र, चेन्नै के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
141.	मंडल अभियंता (अभियांत्रिकी)	महाप्रबंधक अनुरक्षण, दक्षिणी दूरसंचार क्षेत्र, हैदराबाद के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
142.	सहायक महाप्रबंधक (भवन)	मुख्य महाप्रबंधक, उत्तरी दूरसंचार क्षेत्र, नई दिल्ली के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
143.	मंडल अभियंता (को-एक्सिस्यल)	उपमहाप्रबंधक, अनुरक्षण, मुंबई के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
144.	उपमंडल अभियंता (माइक्रोवेट)	उपमहाप्रबंधक सेटेलाइट अनुरक्षण, ठाणे के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
145.	उपमंडल अभियंता (तकनीकी)	उपमहाप्रबंधक, अनुरक्षण, नागपुर के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
146.	उपमंडल अभियंता (तकनीकी)	उपमहाप्रबंधक, अनुरक्षण, पुणे के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
147.	उपमंडल अभियंता (तकनीकी)	उपमहाप्रबंधक, अनुरक्षण, अहमदाबाद के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
148.	उपमंडल अभियंता (यातायात एवं परख)	उपमहाप्रबंधक, अनुरक्षण, राजकोट के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
149.	उपमंडल अभियंता (तकनीकी)	उपमहाप्रबंधक, अनुरक्षण, भोपाल के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
150.	उपमंडल अभियंता (प्रशासन)	उपमहाप्रबंधक, अनुरक्षण, जबलपुर के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
151.	सहायक महाप्रबंधक (योजना)	महाप्रबंधक, इलाहाबाद के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
152.	सहायक महाप्रबंधक (योजना)	महाप्रबंधक, आजमगढ़ के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
153.	मंडल अभियंता (प्रशासन एवं योजना)	दूरसंचार जिला प्रबंधक, बहराइच के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
154.	मंडल अभियंता (प्रशासन)	दूरसंचार जिला प्रबंधक, बलिया के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
155.	मंडल अभियंता	दूरसंचार जिला प्रबंधक, बांदा के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
156.	मंडल अभियंता (प्रशासन)	दूरसंचार जिला प्रबंधक, बाराबंकी के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
157.	मंडल अभियंता (प्रशासन एवं योजना)	महाप्रबंधक, बस्ती के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
158.	सहायक महाप्रबंधक (प्रशासन)	महाप्रबंधक, देवरिया के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
159.	मंडल अभियंता (प्रशासन एवं योजना)	दूरसंचार जिला प्रबंधक, इटावा के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
160.	मंडल अभियंता (प्रशासन)	महाप्रबंधक, फैजाबाद के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
161.	मंडल अभियंता (प्रशासन एवं योजना)	महाप्रबंधक, फर्रुखाबाद के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
162.	मंडल अभियंता (योजना)	दूरसंचार जिला प्रबंधक, फतेहपुर के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
163.	मंडल अभियंता (प्रशासन)	दूरसंचार जिला प्रबंधक, गाजीपुर के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
164.	मंडल अभियंता (योजना)	दूरसंचार जिला प्रबंधक, गाँडा के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
165.	सहायक महाप्रबंधक (योजना)	महाप्रबंधक, गोरखपुर के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।
166.	मंडल अभियंता (प्रशासन एवं योजना)	दूरसंचार जिला प्रबंधक, हमीरपुर के प्रशासनिक नियंत्रण के अधीन परिषेत्र ।

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167. मंडल अभियंता (प्रशासन)	दूरसंचार विला प्रबंधक, हरदोई के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।	
168. मंडल अभियंता (प्रशासन एवं योजना)	दूरसंचार विला प्रबंधक, जौनपुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।	
169. मंडल अभियंता (योजना)	महाप्रबंधक, इंसासी के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।	
170. सहायक महाप्रबंधक (प्रशासन)	महाप्रबंधक, कानपुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।	
171. मंडल अभियंता (ट्रक)	महाप्रबंधक, लखीमपुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।	
172. सहायक महाप्रबंधक (योजना)	प्रधान महाप्रबंधक, लखनऊ दूरसंचार विला के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।	
173. सहायक महाप्रबंधक (भवन)	मुख्य महाप्रबंधक, लखनऊ परिमंडल के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।	
174. मंडल अभियंता (योजना)	दूरसंचार विला प्रबंधक मैनपुरी के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।	
175. मंडल अभियंता (प्रशासन)	दूरसंचार विला प्रबंधक मठ के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।	
176. सहायक महाप्रबंधक (योजना)	महाप्रबंधक, मिर्जापुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।	
177. मंडल अभियंता	दूरसंचार विला प्रबंधक ठाई के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।	
178. मंडल अभियंता (प्रशासन एवं योजना)	दूरसंचार विला प्रबंधक प्रतापगढ़ के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।	
179. मंडल अभियंता (प्रशासन एवं योजना)	दूरसंचार विला प्रबंधक रायबरेली के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।	
180. मंडल अभियंता (प्रशासन)	दूरसंचार विला प्रबंधक, शाहजहांपुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।	
181. मंडल अभियंता (प्रशासन एवं योजना)	दूरसंचार विला प्रबंधक सीतापुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।	
182. सहायक महाप्रबंधक (प्रशासन एवं योजना)	महाप्रबंधक, सुलतानपुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।	
183. मंडल अभियंता (प्रशासन एवं योजना)	दूरसंचार विला प्रबंधक, उन्नाब के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।	
184. सहायक महाप्रबंधक (प्रशासन)	महाप्रबंधक बाराणसी के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।	
185. उप महाप्रबंधक (कम्पोनेंट अनुभोदन दूरसंचार केंद्र) कार्यालय मुख्य महाप्रबंधक, दूरसंचार गुणवत्ता आश्वासन परिमंडल, बैंगलोर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।	मुख्य महाप्रबंधक दूरसंचार आश्वासन गुणवत्ता परिमंडल, बैंगलोर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।	
186. उप महाप्रबंधक (गुणवत्ता आश्वासन)	मुख्य महाप्रबंधक दूरसंचार गुणवत्ता आश्वासन परिमंडल, बैंगलोर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र, कालाकाता में ।	
187. सहायक महाप्रबंधक (अभियांत्रिकी) कार्यालय मुख्य महाप्रबंधक, टी एंड डी परिमंडल, संचार विकास भवन, रेडीडेसी रोड, जबलपुर	मुख्य महाप्रबंधक, टी एंड डी परिमंडल, जबलपुर के प्रशासनिक नियंत्रण के अधीन भवन, भूमि एवं आवासीय क्षार्टर्स ।	
188. उप महाप्रबंधक (प्रशासन)	दूरसंचार फैक्ट्री, राइट टाउन, विला जबलपुर, (मध्य प्रदेश क्षेत्र) के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।	
189. उप महाप्रबंधक (दूरसंचार फैक्ट्री) दूर्ग, छत्तीसगढ़ क्षेत्र	दूरसंचार फैक्ट्री, भिलाई, विला दूर्ग, (छत्तीसगढ़ क्षेत्र) के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।	
190. उप महाप्रबंधक दूरसंचार फैक्ट्री, रिछई	दूरसंचार फैक्ट्री, रिछई, जबलपुर, (मध्य प्रदेश क्षेत्र) के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।	
191. उप महाप्रबंधक (प्रशासन)	दूरसंचार फैक्ट्री, देवनार, मुंबई के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।	

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192.	उप महाप्रबंधक (प्रशासन)	दूरसंचार फैक्ट्री, देवनार, मुंबई के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
193.	उप महाप्रबंधक (प्रशासन)	दूरसंचार फैक्ट्री, देवनार, मुंबई के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
194.	उप महाप्रबंधक (प्रशासन)	दूरसंचार फैक्ट्री, देवनार, मुंबई के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
195.	सहायक महाप्रबंधक, दूरसंचार फैक्ट्री, अलीपोर, कोलकाता	दूरसंचार फैक्ट्री, अलीपोर, 248 एजेंसी बास रोड कोलकाता के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
196.	सहायक महाप्रबंधक, दूरसंचार फैक्ट्री, खड़गपुर	दूरसंचार फैक्ट्री, खड़गपुर, जिला मिदनापुर, पश्चिम बंगाल, खड़गपुर, के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
197.	मंडल अभियंता (प्रशासन)	महाप्रबंधक दूरसंचार जिला, अमृतसर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
198.	मंडल अभियंता (प्रशासन)	महाप्रबंधक दूरसंचार जिला, भटिंडा के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
199.	मंडल अभियंता (प्रशासन)	प्रधान महाप्रबंधक, चण्डीगढ़ के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
200.	मंडल अभियंता (योजना-II)	महाप्रबंधक दूरसंचार जिला, फिरोजपुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
201.	मंडल अभियंता (सामान्य)	महाप्रबंधक दूरसंचार जिला, होशियारपुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
202.	मंडल अभियंता (प्रशासन)	प्रधान महाप्रबंधक, जालंधर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
203.	मंडल अभियंता (विधि)	महाप्रबंधक दूरसंचार जिला, सुधियाना के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
204.	मंडल अभियंता (योजना)	महाप्रबंधक दूरसंचार जिला, पठानकोट के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
205.	मंडल अभियंता (ओसीबी)	महाप्रबंधक दूरसंचार जिला, पटियाला के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
206.	मंडल अभियंता (मंडी गोविन्दगढ़)	महाप्रबंधक दूरसंचार जिला, पटियाला के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
207.	मंडल अभियंता (ओसीबी)	महाप्रबंधक दूरसंचार जिला, रोपड़ के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
208.	मंडल अभियंता (योजना)	महाप्रबंधक दूरसंचार जिला, संगरह के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
209.	सहायक महाप्रबंधक (प्रशासन)	मुख्य महाप्रबंधक, अंडमान निकोबार परिमंडल के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
210.	सहायक महाप्रबंधक (प्रशासन)	मुख्य महाप्रबंधक, पूर्वी दूरसंचार परियोजना कोलकाता के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
211.	उपमंडल अभियंता (भवन)	जम्मू एसएसए के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
212.	मंडल अभियंता (फोन्स)	लेह एसएसए के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
213.	उपमंडल अभियंता (मानव संसाधन विकास)	राजौरी एसएसए के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
214.	उपमंडल अभियंता (योजना)	श्रीनगर एसएसए के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
215.	मंडल अभियंता (योजना एवं प्रशासन)	उदमपुर एसएसए के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
216.	उपमहाप्रबंधक दूरसंचार परियोजना, चेन्नै	मुख्य महाप्रबंधक, दक्षिणी दूरसंचार परियोजना प्रशासनिक नियंत्रण के अधीन परिक्षेत्र, तमिलनाडु प्रदेश में ।
217.	उपमहाप्रबंधक दूरसंचार परियोजना, एनाकुलम	मुख्य महाप्रबंधक, दक्षिणी दूरसंचार परियोजना प्रशासनिक नियंत्रण के अधीन परिक्षेत्र, केरल प्रदेश में ।

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218.	उपमहाप्रबंधक दूरसंचार परियोजना बैंगलोर	मुख्य महाप्रबंधक, दक्षिणी दूरसंचार परियोजना प्रशासनिक नियंत्रण के अधीन परिक्षेत्र, कर्नाटक प्रदेश में।
219.	उपमहाप्रबंधक दूरसंचार परियोजना, हैदराबाद	मुख्य महाप्रबंधक, दक्षिणी दूरसंचार परियोजना प्रशासनिक नियंत्रण के अधीन परिक्षेत्र, आंध्र प्रदेश में।
220.	उपमहाप्रबंधक (प्रशासन)	मुख्य महाप्रबंधक, एएलटीटीसी गाजियाबाद के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
221.	उपमंडल अभियंता (भवन)	महाप्रबंधक दूरसंचार जिला, अहमदनगर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
222.	उपमंडल अभियंता, प्रभारी भूमि एवं भवन	महाप्रबंधक दूरसंचार जिला, अकोला के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
223.	मंडल अभियंता (योजना)	महाप्रबंधक दूरसंचार जिला, अमरावती के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
224.	सहायक महाप्रबंधक (योजना)	महाप्रबंधक दूरसंचार जिला, औरंगाबाद के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
225.	उपमंडल अभियंता, प्रभारी भूमि एवं भवन	महाप्रबंधक दूरसंचार जिला, बीड़ के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
226.	मंडल अभियंता (योजना)	महाप्रबंधक दूरसंचार जिला, भंडारा के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
227.	उपमंडल अभियंता (सामान्य)	महाप्रबंधक दूरसंचार जिला, बुलडाणा के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
228.	मंडल अभियंता (योजना)	महाप्रबंधक दूरसंचार जिला, चन्दपुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
229.	सहायक महाप्रबंधक, प्रभारी भूमि एवं भवन	मुख्य महाप्रबंधक दूरसंचार महाराष्ट्र परिमंडल मुंबई के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
230.	उपमंडल अभियंता (योजना)	महाप्रबंधक दूरसंचार जिला, धुले के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
231.	सहायक महाप्रबंधक (प्रशासन)	महाप्रबंधक दूरसंचार जिला, गोवा पणजी के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
232.	उपमंडल अभियंता (भवन)	महाप्रबंधक दूरसंचार जिला, जलगांव के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
233.	मंडल अभियंता (मुख्यालय)	दूरसंचार जिला प्रबंधक, जालना के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
234.	सहायक महाप्रबंधक (प्रशासन)	प्रधान महाप्रबंधक, कल्याण के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
235.	सहायक महाप्रबंधक (प्रशासन)	महाप्रबंधक दूरसंचार जिला, कोल्हापुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
236.	सहायक महाप्रबंधक (प्रशासन)	महाप्रबंधक दूरसंचार जिला, लातूर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
237.	सहायक महाप्रबंधक (उपकरण नियोजन)	प्रधानप्रबंधक दूरसंचार जिला, नागपुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
238.	मंडल अभियंता (शहरी)	महाप्रबंधक दूरसंचार जिला, नांदेड़ के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
239.	उपमंडल अभियंता (सामान्य)	महाप्रबंधक दूरसंचार जिला, नासिक के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
240.	उपमंडल अभियंता (योजना)	महाप्रबंधक दूरसंचार जिला, ओस्मानाबाद के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
241.	सहायक महाप्रबंधक (योजना)	महाप्रबंधक दूरसंचार जिला, परभानी के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
242.	मंडल अभियंता (भवन)	प्रधान महाप्रबंधक, पुणे के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
243.	मंडल अभियंता (अलीबाग)	महाप्रबंधक दूरसंचार जिला, रायगढ़ के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
244.	उपमंडल अभियंता (प्रशासन)	महाप्रबंधक दूरसंचार जिला, रत्नगिरी के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
245.	उपमंडल अभियंता (भवन)	महाप्रबंधक दूरसंचार जिला, सांगली के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
246.	उपमंडल अभियंता (प्रशासन)	महाप्रबंधक दूरसंचार जिला, सातारा के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।

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247.	उपमंडल अभियंता (प्रशासन)	दूरसंचार जिला, प्रबंधक सिंधुदुर्ग के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
248.	उपमंडल अभियंता (सामान्य)	महाप्रबंधक दूरसंचार जिला, सोलापुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
249.	सहायक महाप्रबंधक (योजना)	महाप्रबंधक दूरसंचार जिला, वर्धा के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
250.	उपमंडल अभियंता (योजना)	महाप्रबंधक दूरसंचार जिला, यवतमाल के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
251.	सहायक महाप्रबंधक (भवन)	मुख्य महाप्रबंधक, चेन्नै टेलीफोन के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
252.	सहायक महाप्रबंधक (स्वीचिंग एवं योजना)	मुख्य महाप्रबंधक दूरसंचार परिमंडल उडीसा, भुवनेश्वर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
253.	मंडल अभियंता (प्रचालन)	मुख्य महाप्रबंधक दूरसंचार परिमंडल उडीसा, भुवनेश्वर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
254.	सहायक महाप्रबंधक (योजना)	मुख्य महाप्रबंधक, हिमाचल प्रदेश परिमंडल के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
255.	सहायक महाप्रबंधक (अधिकारिकी)	मुख्य महाप्रबंधक, बीआरबीआरएआईटीटी, जबलपुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
256.	सहायक महाप्रबंधक (सामान्य)	प्रधान सहायक, बैंगलोर दूरसंचार जिला के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
257.	सहायक महाप्रबंधक (योजना)	महाप्रबंधक दूरसंचार जिला, बेलगांव के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
258.	मंडल अभियंता (शहरी)	महाप्रबंधक दूरसंचार जिला, बेलारी के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
259.	उपमंडल अभियंता (मानव संसाधन विकास)	दूरसंचार जिला प्रबंधक, बीदर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
260.	उपमंडल अभियंता (सामान्य)	महाप्रबंधक दूरसंचार जिला, बीजापुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
261.	मंडल अभियंता (शहरी)	महाप्रबंधक दूरसंचार जिला, चिकमंगलूर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
262.	सहायक महाप्रबंधक (योजना)	महाप्रबंधक दूरसंचार जिला, देवनगरि के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
263.	सहायक महाप्रबंधक (प्रशासन एवं स्टाफ)	प्रधान महाप्रबंधक, दक्षिण कनड (मंगलोर) के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
264.	सहायक महाप्रबंधक (सामान्य)	महाप्रबंधक दूरसंचार जिला, भारताड (हुबली) के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
265.	सहायक महाप्रबंधक (सामान्य)	महाप्रबंधक दूरसंचार जिला, गुरुवर्गा के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
266.	सहायक महाप्रबंधक (प्रशासन)	महाप्रबंधक दूरसंचार जिला, हसन के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
267.	मंडल अभियंता (फोन्स)	महाप्रबंधक दूरसंचार जिला, कोडगू (मादीकरी) के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
268.	सहायक महाप्रबंधक (भवन प्रभारी)	महाप्रबंधक, दूरसंचार जिला, कोलार के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
269.	कनिष्ठ दूर संचार अधिकारी, कार्यालय महाप्रबंधक, दूरसंचार जिला मांडया	महाप्रबंधक, दूरसंचार जिला मांडया के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
270.	उपमंडल अभियंता (भवन)	महाप्रबंधक, दूरसंचार जिला, मेसूर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
271.	मंडल अभियंता (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, रायचुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
272.	सहायक महाप्रबंधक (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, शिमोगा के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
273.	उपमंडल अभियंता (मानव संसाधन विकास)	महाप्रबंधक, दूरसंचार जिला, तुमकुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
274.	सहायक महाप्रबंधक (योजना)	महाप्रबंधक, दूरसंचार जिला, उत्तर कनड (कारवाड) के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।

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275.	सहायक महाप्रबंधक (स्थापना), कार्यालय मुख्य महाप्रबंधक, बिहार दूरसंचार परिमंडल, पटना	पटना के टाइप-IV से टाइप-VI तक के क्वार्टरों के लिए।
276.	मंडल अभियंता (योजना), कार्यालय प्रधान महाप्रबंधक, दूरसंचार जिला पटना के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र। महाप्रबंधक, दूरसंचार जिला पटना	प्रधान महाप्रबंधक, दूरसंचार जिला पटना के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
277.	उपमंडल अभियंता (योजना-III)	महाप्रबंधक, दूरसंचार जिला, गया के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
278.	उपमंडल अभियंता (योजना-I)	महाप्रबंधक, दूरसंचार जिला, भागलपुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
279.	उपमंडल अभियंता (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, कटिहार के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
280.	उपमंडल अभियंता (योजना)	महाप्रबंधक, दूरसंचार जिला, मुजफ्फरपुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
281.	उपमंडल अभियंता (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, दरभंगा के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
282.	उपमंडल अभियंता (योजना)	महाप्रबंधक, दूरसंचार जिला, छपरा के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
283.	मंडल अभियंता (प्रशासन एवं योजना)	दूरसंचार जिला प्रबंधक, आरा के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
284.	उपमंडल अभियंता (फोन्स)	दूरसंचार जिला प्रबंधक, बेतिया के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
285.	उपमंडल अभियंता (इनडोर)	दूरसंचार जिला प्रबंधक, बेगूसराय के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
286.	उपमंडल अभियंता (योजना)	दूरसंचार जिला प्रबंधक, मुगेर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
287.	मंडल अभियंता (प्रशासन एवं योजना)	दूरसंचार जिला प्रबंधक, मोतीहारी के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
288.	मंडल अभियंता (प्रशासन)	दूरसंचार जिला प्रबंधक, समस्तीपुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
289.	उपमंडल अधिकारी (फोन्स)	दूरसंचार जिला प्रबंधक, सहरसा के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
290.	उपमंडल अभियंता (प्रशासन)	दूरसंचार जिला प्रबंधक, सासाराम के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
291.	उपमंडल अभियंता (योजना)	दूरसंचार जिला प्रबंधक, हाजीपुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
292.	दूरसंचार भंडार नियंत्रक, नई दिल्ली	दूरसंचार भंडार नियंत्रक, नई दिल्ली-110023 के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
293.	दूरसंचार भंडार नियंत्रक, चेन्नै	दूरसंचार भंडार नियंत्रक, 16 ग्रीमे रोड, चेन्नै-600006 के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
294.	दूरसंचार भंडार नियंत्रक, मुम्बई	दूरसंचार भंडार नियंत्रक, फोसबरी रोड मुम्बई-400033 के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
295.	दूरसंचार भंडार नियंत्रक, जबलपुर	दूरसंचार भंडार नियंत्रक, राइट टाउन जबलपुर-482002 के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
296.	दूरसंचार भंडार नियंत्रक, कोलकाता	दूरसंचार भंडार नियंत्रक, पी-94, ट्रांसपोर्ट डिपो रोड, कोलकाता-700088 के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
297.	मंडल अभियंता (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, दीमापुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
298.	मंडल अभियंता (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, ईस्काल के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
299.	मंडल अभियंता (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, ईटानगर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
300.	सहायक महाप्रबंधक (भवन एवं योजना)	प्रधान महाप्रबंधक, दूरसंचार एनाकुलम, कोचीन 16 के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।
301.	सहायक महाप्रबंधक (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, पथनमथिता के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र।

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365.	मंडल अभियंता (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, धनबाद के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
366.	मंडल अभियंता (प्रशासन एवं योजना)	दूरसंचार जिला प्रबंधक, डाल्टनगंज के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
367.	मंडल अभियंता (प्रशासन एवं योजना)	दूरसंचार जिला प्रबंधक, दुमका के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
368.	मंडल अभियंता (प्रशासन एवं योजना)	महाप्रबंधक, दूरसंचार जिला, हजारीबाग के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
369.	मंडल अभियंता (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, जमशेदपुर के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।
370.	मंडल अभियंता (प्रशासन)	महाप्रबंधक, दूरसंचार जिला, रांची के प्रशासनिक नियंत्रण के अधीन परिक्षेत्र ।

[सं. 4-10/2003-सम्पदा]

डा. विन्सेन्ट बारला, निदेशक (एस. आर.)

New Delhi, the 7th September, 2009

S. O. 2462.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officers of Bharat Sanchar Nigam Limited mentioned in column (2) of the Table below being Officers equivalent to the rank of Gazetted Officers of Government to be Estate Officers for the purposes of the said Act and further directs that the said Officers shall exercise the powers conferred, and the duties imposed, on Estate Officers, by or under the said Act, within the limits of their jurisdiction in respect of public premises specified in column (3) of the said Table :

TABLE

Sl. No.	Designation of the Officer	Categories of public premise and local limits of jurisdiction.
(1)	(2)	(3)
1.	Deputy General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Adilabad
2.	Deputy General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Anantpur
3.	Deputy General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Cuddapah
4.	Deputy General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Guntur
5.	Deputy General Manager (Administration) in the office of the Chief General Manager Telecom, Andhra Pradesh Circle, Hyderabad	Type-V (D-II) quarters at Hyderabad and Secunderabad
6.	Deputy General Manager (Administration) in the Office of the Principal General Manager, Hyderabad Telecom District, Hyderabad	Type-I to Type IV quarters in twin cities Hyderabad and Secunderabad and all the Buildings/premises and vacant land in Hyderabad and Secunderabad and revenue districts of Hyderabad and Ranga Reddy District.
7.	Deputy General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Karimnagar
8.	Deputy General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Khammam
9.	Deputy General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Kurnool

(1)	(2)	(3)
10.	Deputy General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Mahaboobnagar
11.	Deputy General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Nalgonda
12.	Deputy General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Nellore
13.	Deputy General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Nizamabad
14.	Deputy General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Ongole
15.	Deputy General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Rajahmundry
16.	Deputy General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Sangareddy
17.	Deputy General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Srikakulam
18.	Deputy General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Tirupati, District, Chittoor.
19.	Deputy General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Vijayawada
20.	Deputy General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Visakhapatnam
21.	Deputy General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Vizianagaram
22.	Deputy General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Warangal
23.	Deputy General Manager(Planning and Operation)	Premises under the administrative control of Chief General Manager, Telecom, Guwahati
24.	Deputy General Manager(Planning and Administration)	Premises under the administrative control of General Manager, Telecom District, Kamrup
25.	Deputy General Manager(Planning and Administration)	Premises under the administrative control of General Manager, Telecom District, Tezpur
26.	General Manager Telecom, Silchar	Premises under the administrative control of General Manager, Telecom District, Silchar
27.	Deputy General Manager(Planning and Administration)	Premises under the administrative control of General Manager, Telecom District, Nagaon
28.	Deputy General Manager (Planning and Administration)	Premises under the administrative control of General Manager, Telecom District, Dibrugarh
29.	Deputy General Manager (Planning and Administration)	Premises under the administrative control of General Manager, Telecom District, Jorhat
30.	Deputy General Manager (Planning and Administration)	Premises under the administrative control of General Manager, Telecom District, Bongaigaon
31.	Assistant General Manager (Material Management and Switching Planning)	Premises under the administrative control of Chief General Manager, Telecom, Raipur

(I)	(2)	(3)
32.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager, Telecom District, Raipur
33.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager, Telecom District, Durg
34.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager, Telecom District, Bilaspur
35.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager, Telecom District, Raigarh
36.	Divisional Engineer (Administration and Planning)	Premises under the administrative control of General Manager, Telecom District, Bastar
37.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager, Telecom District, Sarguja
38.	Assistant General Manager (Switching Planning-II),	Premises under the administrative control of Chief General Manager, Telecom, Rajasthan
39.	Divisional Engineer (Planning).	Premises under the administrative control of General Manager, Telecom District, Ajmer
40.	Divisional Engineer (Planning)	Premises under the administrative control of General Manager, Telecom District, Alwar
41.	Divisional Engineer (Planning)	Premises under the administrative control of Telecom District Manager, Banswara
42.	Divisional Engineer (Planning)	Premises under the administrative control of Telecom District Manager, Barmer
43.	Divisional Engineer (Planning)	Premises under the administrative control of General Manager, Telecom District, Bharatpur
44.	Divisional Engineer (Planning)	Premises under the administrative control of General Manager, Telecom District, Bhilwara
45.	Divisional Engineer (Planning)	Premises under the administrative control of General Manager, Telecom District, Bikaner
46.	Divisional Engineer (Planning)	Premises under the administrative control of Telecom District Manager, Bundi
47.	Divisional Engineer (Planning)	Premises under the administrative control of Telecom District Manager, Chittorgarh
48.	Divisional Engineer (Planning)	Premises under the administrative control of General Manager, Telecom District, Churu
49.	Telecom District Engineer (Planning)	Premises under the administrative control of Telecom District Engineer, Jaisalmer
50.	Divisional Engineer (Planning)	Premises under the administrative control of Principal General Manager, Telecom District, Jaipur
51.	Divisional Engineer (Planning)	Premises under the administrative control of Telecom District Manager, Jhalawar
52.	Divisional Engineer (Planning)	Premises under the administrative control of General Manager, Telecom District, Jhunjhunu
53.	Divisional Engineer (Planning)	Premises under the administrative control of General Manager, Telecom District, Jhodhpur
54.	Divisional Engineer (Planning)	Premises under the administrative control of General Manager, Telecom District, Kota

(1)	(2)	(3)
55.	Divisional Engineer (Planning)	Premises under the administrative control of General Manager, Telecom District, Nagaur
56.	Divisional Engineer (Planning)	Premises under the administrative control of General Manager, Telecom District, Pali
57.	Divisional Engineer (Planning)	Premises under the administrative control of Telecom District Manager, Sawai Madhopur
58.	Divisional Engineer (Planning)	Premises under the administrative control of General Manager, Telecom District, Sikar
59.	Divisional Engineer (Planning)	Premises under the administrative control of General Manager, Telecom District, Sirohi
60.	Divisional Engineer (Planning)	Premises under the administrative control of General Manager, Telecom District, Sri Ganganagar
61.	Divisional Engineer (Planning)	Premises under the administrative control of Telecom District Manager, Tonk
62.	Divisional Engineer (Planning)	Premises under the administrative control of General Manager, Telecom District, Udaipur
63.	Assistant General Manager (Administration)	Premises under the administrative control of Chief General Manager, Telecom, North Eastern-1 Circle, Shillong
64.	Divisional Engineer (Planning)	Premises under the administrative control of General Manager, Telecom District, Meghalaya Secondary Switching Area, Shillong
65.	Divisional Engineer (Planning)	Premises under the administrative control of General Manager, Telecom District, Mizoram, Aizawl
66.	Divisional Engineer (Planning)	Premises under the administrative control of General Manager, Telecom District, Tripura, Agartala
67.	Assistant General Manager, (General) in the Office of Chief General Manager Telecom, Gujarat Circle, Ahmedabad	Premises under the administrative control of Chief General Manager, Gujarat Circle, namely Ahmedabad P and T Complex/Vasana Colony/Ranip Colony/Sanchar Colony/Vastraput Colony Maninagar Door Sanchar/ Bapu Nagar Colony and Shahalam Colony,
68.	Sub Divisional Engineer (Material Management)	Premises under the administrative control of General Manager, Telecom District, Amreli, namely, Amreli/Bagasara/Chalala/ Dannagar/Rajula/Savarkundlal/Jafrabad/Dhari/Khamba/Lathi/ Babra and Lila
69.	Assistant General Manager (Planning)	Premises under the administrative control of General Manager, Telecom District, Bharuch
70.	Assistant General Manager (Planning)	Premises under the administrative control of General Manager, Telecom District, Bhavnagar
71.	Divisional Engineer (Internal Maintenance)	Premises under the administrative control of General Manager, Telecom District, Bhavnagar
72.	Assistant General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Bhavnagar
73.	Sub Divisional Engineer(OCB) Gandhidham	Premises under the administrative control of General Manager, Telecom District, Bhuj
74.	Sub Divisional Engineer (Establishment and Staff)	Premises under the administrative control of General Manager, Telecom District, Bhuj

(1)	(2)	(3)
75.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager Telecom District, Ghodhra
76.	Sub Divisional Engineer (General)	Premises under the administrative control of General Manager Telecom District, Himatnagar
77.	Assistant General Manager (Administration)	Premises under the administrative control of General Manager Telecom District, Jamnagar
78.	Assistant General Manager (Planning)	Premises under the administrative control of General Manager Telecom District, Junagadh
79.	Sub Divisional Engineer (Human Resource Development)	Premises under the administrative control of General Manager Telecom District, Mehsana
80.	Sub Divisional Engineer (Building)	Premises under the administrative control of General Manager Telecom District, Nadiad
81.	Assistant General Manager (Administration and Legal) Palanpur under General Manager Telecom District, Palanpur	Telephone Exchange Building, Joravar Palace, Palanpur,
82.	Divisional Engineer Phones, Palanpur under General Manager Telecom District, Palanpur	All Telephone Exchanges Buildings and Staff Quarters at Palanpur, Vadgam, Danta & Dhanera Talukas
83.	Divisional Engineer (Rural), Deesa, under General Manager Telecom District, Palanpur	All Telephone Exchanges Buildings and Staff Quarters at Kankrej, Tharad and Wav Talukas
84.	Divisional Engineer (Phones), Deesa, under General Manager Telecom District, Palanpur	All Telephone Exchanges Buildings and Staff Quarters at Deesa
85.	Divisional Engineer (Operation), Deodar under General Manager Telecom District, Palanpur	All Telephone Exchanges Buildings and Staff Quarters at Deodar, Radhanpur and Santalpur
86.	Assistant General Manager (Administration)	Premises under the administrative control of General Manager Telecom District, Rajkot
87.	Assistant General Manager (Land and Building)	Premises under the administrative control of Principal General Manager Telecom District, Surat
88.	Sub Divisional Engineer (Building)	Premises under the administrative control of General Manager Telecom District, Surendranagar
89.	Assistant General Manager (Administration)	Premises under the administrative control of Principal General Manager Telecom District, Vadodara
90.	Assistant General Manager (Planning)	Premises under the administrative control of General Manager Telecom District, Valsad
91.	Deputy General Manager (Planning)	Premises under the administrative control of General Manager Telecom District, Ambala
92.	Deputy General Manager (Planning)	Premises under the administrative control of General Manager Telecom District, Faridabad
93.	Deputy General Manager (Operation and Administration)	Premises under the administrative control of General Manager Telecom District, Gurgaon
94.	Deputy General Manager (Administration and Planning)	Premises under the administrative control of General Manager Telecom District, Hissar

(1)	(2)	(3)
95.	Deputy General Manager (Administration and Planning)	Premises under the administrative control of General Manager Telecom District, Jind
96.	Deputy General Manager (Planning and Information Technology)	Premises under the administrative control of General Manager Telecom District, Karnal
97.	Deputy General Manager (Administration and Planning)	Premises under the administrative control of General Manager Telecom District, Rewari
98.	Deputy General Manager (Planning)	Premises under the administrative control of General Manager Manager Telecom District, Rohtak
99.	Deputy General Manager (Planning)	Premises under the administrative control of General Manager Telecom District, Sonepat
100.	Assistant General Manager	Premises under the administrative control of Principal General (Administration)Manager, Coimbatore
101.	Divisional Engineer (Internal Planning)	Premises under the administrative control of General Manager Telecom, Cuddalore
102.	Divisional Engineer (Administration and Planning)	Premises under the administrative control of General Manager Telecom, Dharmapuri
103.	Assistant General Manager (Administration)	Premises under the administrative control of General Manager Telecom, Erode
104.	Assistant General Manager (Planning)	Premises under the administrative control of General Manager Telecom, Karaikudi
105.	Assistant General Manager (Transmission and Planning)	Premises under the administrative control of General Manager Telecom, Madurai
106.	Assistant General Manager (Planning)	Premises under the administrative control of General Manager Telecom, Nagercoil
107.	Assistant General Manager (Administration)	Premises under the administrative control of General Manager Telecom, Nilgiris
108.	Divisional Engineer (Planning)	Premises under the administrative control of General Manager Telecom, Pondicherry
109.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager Telecom, Salem
110.	Divisional Engineer (Planning-II)	Premises under the administrative control of General Manager Telecom, Thanjavur
111.	Assistant General Manager (Operation)	Premises under the administrative control of General Manager, Telecom, Tirunelveli
112.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager Telecom, Tiruchy
113.	Assistant General Manager (Administration)	Premises under the administrative control of General Manager, Thoothukudi
114.	Divisional Engineer (Planning)	Premises under the administrative control of General Manager Telecom, Vellore
115.	Divisional Engineer (Administration)	Premises under the administrative control of Principal Rajiv Gandhi Memorial Circle Telecommunications Training Centre, Chennai
116.	Divisional Engineer (Administration and Planning)	Premises under the administrative control of General Manager Telecom District, Almora
117.	Assistant General Manager (Planning)	Premises under the administrative control of General Manager Telecom District, Dehradun

(1)	(2)	(3)
118.	Sub Divisional Engineer (Planning)	Premises under the administrative control of General Manager Telecom District, Hardwar
119.	Assistant General Manager (Administration)	Premises under the administrative control of General Manager Telecom District, Nainital
120.	Sub Divisional Engineer in the Office of General Manager Telecom District, New Tehri	Premises under the administrative control of General Manager Telecom District, New Tehri
121.	Assistant General Manager (Administration)	Premises under the administrative control of General Manager Telecom District, Srinagar
122.	Assistant General Manager (Administration), Eastern Telecom Region, Kolkata	Premises under the administrative control of Chief General Manager, Eastern Telecom Region, Kshetra Das Lane, Kolkata
123.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager Telecom District, Asansol
124.	Divisional Engineer (Planning and Administration)	Premises under the administrative control of Telecom District Manager, Bankura
125.	Divisional Engineer (Planning and Administration)	Premises under the administrative control of General Manager Telecom District, Berhampore
126.	Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Manager, Coochbehar
127.	Divisional Engineer (Planning and Administration)	Premises under the administrative control of General Manager Telecom District, Gangtok
128.	Divisional Engineer (Planning and Administration)	Premises under the administrative control of General Manager Telecom District, Jalpaiguri
129.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager Telecom District, Kharagpur
130.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager Telecom District, Kolkata
131.	Assistant General Manager (Staff), in the Office of Chief General Manager Telecom, West Bengal Circle, Kolkata	Quarters in Kolkata and its adjacent area (Covered by A-I City area)
132.	Divisional Engineer (Administration and Commercial)	Premises under the administrative control of General Manager Telecom District, Krishnagar
133.	Divisional Engineer (Planning and Administration)	Premises under the administrative control of General Manager Telecom District Malda
134.	Divisional Engineer (Planning and Administration)	Premises under the administrative control of Telecom District Manager, Purulia
135.	Divisional Engineer (Planning and Administration)	Premises under the administrative control of General Manager Telecom District Raiganj
136.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager Telecom District Siliguri
137.	Divisional Engineer (Administration)	Premises under the administrative control of Deputy General Manager, Suri
138.	Assistant General Manager (Building), Kolkata	Premises under the administrative control of General Manager Telecom District, Kolkata
139.	Divisional Engineer (Engineering)	Premises under the administrative control of General Manager Maintenance, Southern Telecom Region, Bangalore

(1)	(2)	(3)
140.	Divisional Engineer (Engineering)	Premises under the administrative control of General Manager Maintenance, Southern Telecom Region, Chennai
141.	Divisional Engineer (Engineering)	Premises under the administrative control of General Manager Maintenance, Southern Telecom Region, Hyderabad
142.	Assistant General Manager (Building)	Premises under the administrative control of Chief General Manager, Northern Telecom Region, New Delhi
143.	Divisional Engineer (Co-axial)	Premises under the administrative control of Deputy General Manager, Maintenance, Mumbai
144.	Sub Divisional Engineer (Microwave)	Premises under the administrative control of Deputy General Manager, Satellite Maintenance, Thane
145.	Sub Divisional Engineer, Technical	Premises under the administrative control of Deputy General Manager, Maintenance, Nagpur
146.	Sub Divisional Engineer, Technical	Premises under the administrative control of Deputy General Manager, Maintenance, Pune
147.	Sub Divisional Engineer, Technical	Premises under the administrative control of Deputy General Manager, Maintenance, Ahmedabad
148.	Sub Divisional Engineer, Traffic and Trail	Premises under the administrative control of Deputy General Manager, Maintenance, Rajkot
149.	Sub Divisional Engineer, Technical	Premises under the administrative control of Deputy General Manager, Maintenance, Bhopal
150.	Sub Divisional Engineer, (Administration)	Premises under the administrative control of Deputy General Manager, Maintenance, Jabalpur
151.	Assistant General Manager (Planning)	Premises under the administrative control of General Manager, Allahabad
152.	Assistant General Manager (Planning)	Premises under the administrative control of General Manager, Azamgarh
153.	Divisional Engineer (Administration and Planning)	Premises under the administrative control of Telecom District Manager, Bahraich
154.	Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Manager, Ballia
155.	Divisional Engineer	Premises under the administrative control of Telecom District Manager, Banda
156.	Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Manager, Barabanki
157.	Divisional Engineer (Administration and Planning)	Premises under the administrative control of General Manager, Basti
158.	Assistant General Manager (Planning)	Premises under the administrative control of General Manager, Deoria
159.	Divisional Engineer (Administration and Planning)	Premises under the administrative control of Telecom District Manager, Etawah
160.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager, Faizabad
161.	Divisional Engineer (Administration and Planning)	Premises under the administrative control of General Manager, Farukhabad
162.	Divisional Engineer (Planning)	Premises under the administrative control of Telecom District Manager, Fathepur

(1)	(2)	(3)
163.	Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Manager, Ghazipur
164.	Divisional Engineer (Planning)	Premises under the administrative control of Telecom District Manager, Gonda
165.	Assistant General Manager (Planning)	Premises under the administrative control of General Manager Gorakhpur
166.	Divisional Engineer (Administration and Planning)	Premises under the administrative control of Telecom District Manager, Hamirpur
167.	Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Manager, Hardoi
168.	Divisional Engineer (Administration and Planning)	Premises under the administrative control of Telecom District Manager, Jaunpur
169.	Divisional Engineer (Planning)	Premises under the administrative control of General Manager, Jhansi
170.	Assistant General Manager (Administration)	Premises under the administrative control of General Manager, Kanpur
171.	Divisional Engineer (Trunk)	Premises under the administrative control of General Manager, Lakhimpur
172.	Assistant General Manager (Planning)	Premises under the administrative control of Principal General Manager Lucknow Telecom District
173.	Assistant General Manager (Building)	Premises under the administrative control of Chief General Manager, Lucknow Circle Office
174.	Divisional Engineer (Planning)	Premises under the administrative control of Telecom District Manager, Mainpuri
175.	Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Manager, Mau
176.	Assistant General Manager (Planning)	Premises under the administrative control of General Manager, Mirzapur
177.	Divisional Engineer	Premises under the administrative control of Telecom District Manager, Orai
178.	Divisional Engineer (Administration and Planning)	Premises under the administrative control of Telecom District Manager Pratapgarh
179.	Divisional Engineer (Administration and Planning)	Premises under the administrative control of Telecom District Manager, Raebareli
180.	Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Manager, Shahjahanpur
181.	Divisional Engineer (Administration and Planning)	Premises under the administrative control of Telecom District Manager, Sitapur
182.	Assistant General Manager (Administration and Planning)	Premises under the administrative control of General Manager, Sultanpur
183.	Divisional Engineer (Administration and Planning)	Premises under the administrative control of Telecom District Manager, Unnao
184.	Assistant General Manager (Administration)	Premises under the administrative control of General Manager, Varanasi
185.	Deputy General Manager (Component Approval Centre Telecom) in the office of Chief General Manager, Telecom Quality Assurance Circle, Bangalore	Premises under the administrative control of Chief General Manager, Quality Assurance Circle, Bangalore.

(1)	(2)	(3)
186.	Deputy General Manager (Quality Assurance)	Premises under the administrative control of Chief General Manager, Telecom Quality Assurance Circle, Bangalore, at Kolkata Building, Land residential quarters with in the jurisdiction of Chief General Manager, Technical and Development Circle, Jabalpur
187.	Assistant General Manager (Engineering), in the office of the Chief General Manager, Technical and Development Circle, Sanchar Vikas Bhavan, Residency Road, Jabalpur.	
188.	Deputy General Manager (Administration)	Premises under the administrative control of Telecom factory ,Wright Town District., Jabalpur Madhya Pradesh Region
189.	Deputy General Manager (Telecom Factory), Durg, Chhatisgarh Region	Premises under the administrative control of Telecom factory, Bhilai District, Durg, Chhatisgarh Region
190.	Deputy General Manager, Telecom Factory, Richai	Premises under the administrative control of Telecom factory, Richhai District, Jabalpur, Madhya Pradesh Region
191.	Deputy General Manager (Administration)	Premises under the administrative control of Telecom Factory, Deonar Mumbai
192.	Deputy General Manager (Administration)	Premises under the administrative control of Telecom Factory, Deonar Mumbai
193.	Deputy General Manager (Administration)	Premises under the administrative control of Telecom Factory, Deonar Mumbai
194.	Deputy General Manager (Administration)	Premises under the administrative control of Telecom Factory, Deonar Mumbai
195.	Assistant General Manager, Telecom Factory, Alipore, Kolkata.	Premises under the administrative control of BSNI, Telecom Factory, Alipore, 248, A.J.C. Bose Road, Kolkata
196.	Assistant General Manager, Telecom Factory, Kharagpur.	Premises under the administrative control of BSNL Telecom Factory, Kharagpur, District Midnapore, West Bengal., Kharagpur
197.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager Telecom District, Amritsar
198.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager Telecom District, Bathinda
199.	Divisional Engineer (Administration)	Premises under the administrative control of Principal General Manager, Chandigarh
200.	Divisional Engineer (Planning-II)	Premises under the administrative control of General Manager Telecom District, Ferozpur
201.	Divisional Engineer (General)	Premises under the administrative control of General Manager Telecom District, Hoshiarpur
202.	Divisional Engineer (Administration)	Premises under the administrative control of Principal General Manager, Jalandhar
203.	Divisional Engineer (Legal)	Premises under the administrative control of General Manager Telecom District, Ludhiana
204.	Divisional Engineer (Planning)	Premises under the administrative control of General Manager Telecom District, Pathankot
205.	Divisional Engineer (OCB)	Premises under the administrative control of General Manager Telecom District, Patiala
206.	Divisional Engineer (Mandi Govind Garh)	Premises under the administrative control of General Manager Telecom District, Patiala
207.	Divisional Engineer (OCB)	Premises under the administrative control of General Manager Telecom District, Ropar

(1)	(2)	(3)
208.	Divisional Engineer (Planning)	Premises under the administrative control of General Manager Telecom District, Sangrur
209.	Assistant General Manager (Administration)	Premises under the administrative control of Chief General Manager, Andaman and Nicobar Circle
210.	Assistant General Manager (Administration)	Premises under the administrative control of Chief General Manager, Telecom Project, Eastern Zone, Kolkata
211.	Sub Divisional Engineer (Building)	Premises under the administrative control of Jammu, Secondary Switching Area
212.	Divisional Engineer (Phones)	Premises under the administrative control of Leh, Secondary Switching Area
213.	Sub Divisional Engineer (Human Resource Development)	Premises under the administrative control of Rajouri, Secondary Switching Area
214.	Sub Divisional Engineer (Planning)	Premises under the administrative control of Srinagar, Secondary Switching Area
215.	Divisional Engineer (Planning and Administration)	Premises under the administrative control of Udhampur, Secondary Switching Area
216.	Deputy General Manager Telecom Project, Chennai	Premises under the administrative control of Chief General Manager, Southern Telecom Project in the state of Tamil Nadu
217.	Deputy General Manager Telecom Project, Emakulam	Premises under the administrative control of Chief General Manager, Southern Telecom Project in the state of Kerala
218.	Deputy General Manager Telecom Project, Bangalore	Premises under the administrative control of Southern Telecom Project Circle in the State of Kamataka
219.	Deputy General Manager Telecom Project, Hyderabad	Premises under the administrative control of Chief General Manager, Southern Telecom Project in the state of Andhra Pradesh
220.	Deputy General Manager (Administration)	Premises under the administrative control of Chief General Manager, Advance Level Telecom Training Centre, Ghaziabad
221.	Sub Divisional Engineer (Building)	Premises under the administrative control of General Manager Telecom District, Ahmednagar
222.	Sub Divisional Engineer in charge of Land and Building	Premises under the administrative control of General Manager, Telecom District, Akola
223.	Divisional Engineer (Planning)	Premises under the administrative control of General Manager, Telecom District, Amravati
224.	Assistant General Manager (Planning)	Premises under the administrative control of General Manager, Telecom District, Aurangabad
225.	Sub Divisional Engineer in charge of Land and Building	Premises under the administrative control of General Manager, Telecom District, Beed
226.	Divisional Engineer (Planning)	Premises under the administrative control of General Manager, Telecom District, Bhandaro
227.	Sub Divisional Engineer (General)	Premises under the administrative control of General Manager, Telecom District, Buldhana
228.	Divisional Engineer (Planning)	Premises under the administrative control of General Manager, Telecom District, Chandrapur
229.	Assistant General Manager Incharge of Land and Building	Premises under the administrative control of Chief General Manager, Telecom, Maharashtra Circle, Mumbai
230.	Sub Divisional Engineer(Planning)	Premises under the administrative control of General Manager, Telecom District, Dhule
231	Assistant General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Goa, Panaji

(1)	(2)	(3)
232.	Sub Divisional Engineer (Building)	Premises under the administrative control of General Manager, Telecom District, Jalgaon
233.	Divisional Engineer (Headquarters)	Premises under the administrative control of Telecom District Manager, Jalna
234.	Assistant General Manager (Administration)	Premises under the administrative control of Principal General Manager, Kalyan
235.	Assistant General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Kolhapur
236.	Assistant General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Latur
237.	Assistant General Manager (Equipment Planning)	Premises under the administrative control of Principal General Manager, Nagpur
238.	Divisional Engineer (Urban)	Premises under the administrative control of General Manager, Telecom District, Nanded
239.	Sub Divisional Engineer (General)	Premises under the administrative control of General Manager, Telecom District, Nasik
240.	Sub Divisional Engineer (Planning)	Premises under the administrative control of General Manager, Telecom District, Osmanabad
241.	Assistant General Manager (Planning)	Premises under the administrative control of General Manager, Telecom District, Parabhanji
242.	Divisional Engineer (Building)	Premises under the administrative control of Principal General Manager, Pune
243.	Divisional Engineer (Alibaug)	Premises under the administrative control of General Manager, Telecom District, Raigad
244.	Sub Divisional Engineer (Administration)	Premises under the administrative control of General Manager, Telecom District, Ratnagiri
245.	Sub Divisional Engineer (Building)	Premises under the administrative control of General Manager, Telecom District, Sangli
246.	Sub Divisional Engineer (Administration)	Premises under the administrative control of General Manager, Telecom District, Satara
247.	Sub Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Manager, Sindhudurg
248.	Sub Divisional Engineer (General)	Premises under the administrative control of General Manager, Telecom District, Solapur
249.	Assistant General Manager (Planning)	Premises under the administrative control of General Manager, Telecom District, Wardha
250.	Sub Divisional Engineer (Planning)	Premises under the administrative control of General Manager, Telecom District, Yavatmal
251.	Assistant General Manager (Building)	Premises under the administrative control of Chief General Manager, Chennai Telephones
252.	Assistant General Manager, (Switching and Planning)	Premises under the administrative control of Chief General Manager, Telecom, Orissa Circle Bhubaneswar.
253.	Divisional Engineer (Operations)	Premises under the administrative control of Chief General Manager, Orissa Circle Bhubaneswar.
254.	Assistant General Manager (Planning)	Premises under the administrative control of Chief General Manager, Himachal Pradesh Circle
255.	Assistant General Manager (Engineering)	Premises under the administrative control of Chief General Manager, Bharat Ratna Bhim Rao Ambedkar Institute of Telecom Training, Jabalpur

(1)	(2)	(3)
256.	Assistant General Manager (General)	Premises under the administrative control of Principal General Manager, Bangalore Telecom District
257.	Assistant General Manager (Planning)	Premises under the administrative control of General Manager, Telecom District, Belgaum
258.	Divisional Engineer (Urban)	Premises under the administrative control of General Manager, Telecom District, Bellary
259.	Sub-Divisional Engineer (Human Resource Development)	Premises under the administrative control of Telecom District Manager, Bidar
260.	Sub-Divisional Engineer (General)	Premises under the administrative control of General Manager, Telecom District, Bijapur
261.	Divisional Engineer (Urban)	Premises under the administrative control of General Manager, Telecom District, Chikmagalure
262.	Assistant General Manager (Planning)	Premises under the administrative control of General Manager, Telecom District, Davangere
263.	Assistant General Manager (Administration/Staff)	Premises under the administrative control of Principal General Manager, Dakshina Kannada (Mangalore)
264.	Assistant General Manager (General)	Premises under the administrative control of General Manager, Telecom, District, Dharwad (Hubli)
265.	Assistant General Manager (General)	Premises under the administrative control of General Manager, Telecom District, Gulbarga
266.	Assistant General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Hassan
267.	Divisional Engineer (Phones)	Premises under the administrative control of General Manager, Telecom District, Kodagu (Madikeri)
268.	Assistant General Manager Incharge of Building	Premises under the administrative control of General Manager, Telecom District, Kolar
269.	Junior Telecom Officer in the office of General Manager Telecom District, Mandy	Premises under the administrative control of General Manager Telecom District, Mandy
270.	Sub-Divisional Engineer (Building)	Premises under the administrative control of General Manager Telecom District, Mysore
271.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager Telecom District, Raichur
272.	Assistant General Manager (Administration)	Premises under the administrative control of General Manager Telecom District, Shimoga
273.	Sub-Divisional Engineer(Human Resource Development)	Premises under the administrative control of General Manager Telecom District, Tumkur
274.	Assistant General Manager (Planning)	Premises under the administrative control of General Manager Telecom District Uttara Kannada,(Karwar)
275.	Assistant General Manager (Establishment) in the Office of Chief General Manager Telecom, Bihar Circle Patna	Type-IV to V1 Staff Quarters at Patna.
276.	Divisional Engineer (Planning) in the office of Principal General Manager Telecom District Patna	Premises under the administrative control of Principal General Manager, Patna
277.	Sub-Divisional Engineer (Planning. III)	Premises under the administrative control of General Manager Telecom District, Gaya

(I)	(2)	(3)
278.	Sub-Divisional Engineer (Planning, I)	Premises under the administrative control of General Manager Telecom District, Bhagalpur
279.	Sub-Divisional Engineer (Administration)	Premises under the administrative control of General Manager Telecom District, Katihar
280.	Divisional Engineer (Planning)	Premises under the administrative control of General Manager Telecom District, Muzaffarpur
281.	Sub-Divisional Engineer (Administration)	Premises under the administrative control of General Manager Telecom District, Darbhanga
282.	Sub-Divisional Engineer (Planning)	Premises under the administrative control of General Manager Telecom District, Chhapra
283.	Divisional Engineer (Administration and Planning)	Premises under the administrative control of Telecom District Manager, Ara
284.	Sub-Divisional Engineer (Phones)	Premises under the administrative control of Telecom District Manager, Bettiah
285.	Sub-Divisional Engineer (Indoor)	Premises under the administrative control of Telecom District Manager, Begusarai
286.	Sub-Divisional Engineer (Planning)	Premises under the administrative control of Telecom District Manager, Munger
287.	Divisional Engineer (Administration and planning)	Premises under the administrative control of Telecom District Manager, Motihari
288.	Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Manager, Samastipur
289.	Sub-Divisional Officer (Phones)	Premises under the administrative control of Telecom District Manager, Saharsa
290.	Sub-Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Manager, Sasaram
291.	Sub-Divisional Engineer (Planning)	Premises under the administrative control of Telecom District Manager, Hajipur
292.	Controller of Telecom Stores, New Delhi	Premises under the administrative control of Controller of Telecom stores, New Delhi-110023
293.	Controller of Telecom Stores, Chennai	Premises under the administrative control of Controller of Telecom Stores, 16, Greame Road, Chennai-600006
294.	Controller of Telecom Stores, Mumbai	Premises under the administrative control of Controller of Telecom stores, Fosbery Road Mumbai-400033
295.	Controller of Telecom Stores, Jabalpur	Premises under the administrative control of Controller of Telecom stores, Wright Town Jabalpur-482002
296.	Controller of Telecom Stores, Kolkata	Premises under the administrative control of Controller of Telecom stores, P-94, Transport Depot Road Kolkata-700088
297.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager Telecom District, Dimapur
298.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager Telecom District, Imphal
299.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager Telecom District, Itanagar
300.	Assistant General Manager (Building and Planning)	Premises under the administrative control of Principal General Manager Telecom, Emakulam Cochin-16

(1)	(2)	(3)
301.	Assistant General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Pathanamthitta
302.	Assistant General Manager (Equipment Planning)	Premises under the administrative control of General Manager, Telecom District, Alappuzha
303.	Assistant General Manager (Cable and Planning)	Premises under the administrative control of General Manager, Telecom District, Malappuram
304.	Assistant General Manager (Planning)	Premises under the administrative control of General Manager, Telecom District, Kannur
305.	Assistant General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Kollam
306.	Assistant General Manager (Legal and Building)	Premises under the administrative control of Principal General Manager, Telecom District, Trichur
307.	Assistant General Manager (Administration)	Premises under the administrative control of Principal General Manager, Telecom District Kottayam
308.	Divisional Engineer (Vigilance)	Premises under the administrative control of General Manager, Telecom District, Palakkad
309.	Assistant General Manager (Planning-I)	Premises under the administrative control of Principal General Manager, Telecom District, Kozhikode.
310.	Assistant General Manager (Administration)	Premises under the administrative control of Principal General Manager, Telecom District, Thiruvananthapuram.
311.	Deputy General Manager (Administration)	Premises under the administrative control of Chief General Manager, Telecom, Kerala Circle
312.	Assistant General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Agra
313.	Assistant General Manager (Planning)	Premises under the administrative control of General Manager, Telecom District, Aligarh
314.	Assistant General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Bareilly
315.	Divisional Engineer (Administration and Planning)	Premises under the administrative control of Telecom District Manager, Badaun
316.	Assistant General Manager (Administration and Planning)	Premises under the administrative control of General Manager, Telecom District, Bijnore
317.	Assistant General Manager (Administration and Planning)	Premises under the administrative control of General Manager, Telecom District, Bulandshahar
318.	Divisional Engineer (Administration and Planning)	Premises under the administrative control of Telecom District Manager, Etah
319.	Assistant General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Ghaziabad
320.	Assistant General Manager (Switching and Planning)	Premises under the administrative control of General Manager, Telecom District, Ghaziabad
321.	Assistant General Manager (Planning)	Premises under the administrative control of General Manager, Telecom District, Meerut
322.	Assistant General Manager (Administration)	Premises under the administrative control of General Manager, Telecom District, Mathura
323.	Assistant General Manager (Administration and Planning)	Premises under the administrative control of General Manager, Telecom District, Muzaffar Nagar

(1)	(2)	(3)
324.	Assistant General Manager (Administration and Planning)	Premises under the administrative control of General Manager, Telecom District, Moradabad
325.	Assistant General Manager (Administration and Planning)	Premises under the administrative control of General Manager, Telecom District, Noida
326.	Divisional Engineer (Administration and Planning)	Premises under the administrative control of Telecom District Manager, Pilibhit
327.	Divisional Engineer (Phones)	Premises under the administrative control of Telecom District Manager, Rampur
328.	Assistant General Manager (Administration and Planning)	Premises under the administrative control of General Manager, Telecom District, Saharanpur
329.	Assistant General Manager (Operation and Maintenance)	Premises under the administrative control of Chief General Manager, Madhya Pradesh Circle
330.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager, Telecom District, Bhopal
331.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager, Telecom District, Gwalior
332.	Sub Divisional Engineer (Administration)	Premises under the administrative control of General Manager, Telecom District, Morena
333.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager, Telecom District, Indore
334.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager, Telecom District, Jabalpur
335.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager, Telecom District, Ujjain
336.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager, Telecom District, Mandsaur
337.	Sub Divisional Engineer (Administration)	Premises under the administrative control of General Manager, Telecom District, Itarsi
338.	Sub Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Manager, Dewas
339.	Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Manager, Dhar
340.	Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Manager, Guna
341.	Sub Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Manager, Khandwa
342.	Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Manager, Khargone
343.	Sub Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Manager, Ratlam
344.	Sub Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Manager, Rewa
345.	Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Manager, Sagar
346.	Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Manager, Shivpuri
347.	Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Manager, Vidisha

(1)	(2)	(3)
348.	Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Manager, Satna
349.	Sub Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Engineer, Damoh
350.	Deputy Divisional Engineer	Premises under the administrative control of Telecom District Engineer, Mandla
351.	Deputy Divisional Engineer	Premises under the administrative control of Telecom District Engineer, Seoni
352.	Deputy Divisional Engineer	Premises under the administrative control of Telecom District Engineer, Raisen
353.	Deputy Divisional Engineer	Premises under the administrative control of Telecom District Engineer, Sidhi
354.	Sub Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Manager, Shahdol
355.	Sub Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Engineer, Jhabua
356.	Sub Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Engineer, Balaghat
357.	Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Manager, Betul
358.	Sub Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Manager, Bhind
359.	Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Manager, Chhatarpur
360.	Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Manager, Chhindwara
361.	Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Manager, Narsinghpur
362.	Sub Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Engineer, Panna
363.	Sub Divisional Engineer (Administration)	Premises under the administrative control of Telecom District Engineer, Biora
364.	Assistant General Manager (Administration)	Premises under the administrative control of Chief General Manager, Jharkhand Circle, Ranchi
365.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager, Telecom District, Dhanbad
366.	Divisional Engineer (Administration and Planning)	Premises under the administrative control of Telecom District Manager, Daltonganj
367.	Divisional Engineer (Administration and Planning)	Premises under the administrative control of Telecom District Manager, Dumka
368.	Divisional Engineer (Administration and Planning)	Premises under the administrative control of General Manager, Telecom District, Hazaribagh
369.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager, Telecom District, Jamshedpur
370.	Divisional Engineer (Administration)	Premises under the administrative control of General Manager, Telecom District, Ranchi

[F. No. 4-10/2003-Estates]

Dr. VINCENT BARLA, Director (Staff Relations)

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 21 अगस्त, 2009

का.आ. 2463.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारतीय दंत चिकित्सा परिषद् से परामर्श करने के पश्चात् केन्द्र सरकार उक्त अधिनियम की अनुसूची के भाग-I में एतद्वारा निम्नलिखित संशोधन करती है, अर्थात् :—

2. दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में सविता विश्वविद्यालय, (सम विश्वविद्यालय) चेन्नई द्वारा प्रदान की गई डॉक्टर डिग्रियों को मान्यता दिए जाने के संबंध में क्रम सं. 79 के सामने स्तम्भ 2 और 3 की मौजूदा प्रविष्टियों के अंतर्गत सविता दंत चिकित्सा महाविद्यालय और अस्पताल, चेन्नई संबंधी निम्नलिखित प्रविष्टियां रखी जाएंगी :—

“(ii) दंत शल्य-चिकित्सा स्नातक बीडीएस,
(यदि यह 16-06-2009 को अथवा उसके सविता विश्वविद्यालय
उपरांत प्रदान की गई हो) सविता विश्वविद्यालय
(सम विश्वविद्यालय),
चेन्नई”

[फा. सं. वी. 12017/38/2009-डी.ई.]

आर. शंकरन, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE
(Department of Health and Family Welfare)

New Delhi, the 21st August, 2009

S.O. 2463.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 & 3 against Serial No. 79, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degree awarded by Saveetha University (Deemed University), Chennai, the following entries in respect of Saveetha Dental College & Hospital, Chennai, shall be inserted thereunder :—

“(ii) Bachelor of Dental Surgery
(if granted on or after 16-6-2009) BDS, Saveetha
University
(Deemed
University),
Chennai”

[F. No. V. 12017/38/2009-DE]

R. SANKARAN, Under Secy.

नई दिल्ली, 21 अगस्त, 2009

का.आ. 2464.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (4) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार भारतीय दंत चिकित्सा परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की अनुसूची के भाग-II में एतद्वारा निम्नलिखित और संशोधन करती है; अर्थात् :—

2. दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-II में क्रम सं. 96 के बाद स्तम्भ 1, 2 और 3 की मौजूदा प्रविष्टियों के अंतर्गत निम्नलिखित प्रविष्टियां जोड़ी जाएंगी; अर्थात् :—

“97. यूनिवर्सिटी ऑफ लोवा, भारतीय विश्वविद्यालयों द्वारा प्रदत्त मास्टर डिग्री (एम एस) मास्टर डिग्री (एम एस) एम डी एस (जन स्वास्थ्य दंत चिकित्सा) यूनिवर्सिटी ऑफ लोवा, यू.एस.ए के समतुल्य (यदि 19-12-1997 अथवा उसके बाद प्रदान की गई हो)”

[सं. वी. 12018/2/2007-डी.ई.]

आर. शंकरन, अवर सचिव

New Delhi, the 21st August, 2009

S.O. 2464.—In exercise of the powers conferred by clause (b) sub-section (4) of section 10 of the Dentists Act, 1948 (16 of 1948), and after consultation with the Dental Council of India, Central Government hereby, makes the following further amendments in Part-III of the Schedule to the said Act, namely :—

2. Under the existing entries of column 1, 2 & 3 after Serial Number 96 in Part-III of the Schedule to the Dentists Act, 1948 (16 of 1948) the following entries shall be added, namely :—

“97. University of Lowa, USA Master Degree (MS) equivalent to Master Degree (MS), MDS (Public Health Dentistry) University of Lowa, USA. awarded by Indian Universities.”

(if granted on or after 19-12-1997)

[No. V. 12018/2/2007-DE]

R. SANKARAN, Under Secy.

नई दिल्ली, 21 अगस्त, 2009

का.आ. 2465.—केन्द्र सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :—

2. कुरुक्षेत्र विश्वविद्यालय, कुरुक्षेत्र द्वारा प्रदत्त दन्त चिकित्सा डिग्रियों से संबंधित दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में क्रम सं. 39 के सामने स्तम्भ 2 और 3 की मौजूदा प्रविष्टियों में नीचे निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी :—

“V. स्वामी देवी दयाल अस्पताल
एवं कालेज, पंचकूला, हरियाणा

“(i) दंत शल्य-चिकित्सा स्नातक बीडीएस, कुरुक्षेत्र^{विश्वविद्यालय,}
(यदि यह 19-08-2008 को अथवा
उसके बाद प्रदान की गई हो ।) कुरुक्षेत्र”

[फा. सं. वी. 12017/22/2002-डी.ई.]

आर. शंकरन, अवर सचिव

New Delhi, the 21st August, 2009

S.O. 2465.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 & 3 against Serial No. 39, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Kurukshetra University, Kurukshetra, the following entries shall be inserted thereunder :—

“V. Swami Devi Dyal Hospital &
Dental College, Panchkukla,
Haryana

(i) Bachelor of Dental
Surgery (if granted on or
after 19-8-2008) BDS, Kurukshetra
University,
Kurukshetra”

[F. No. V. 12017/22/2002-DE]

R. SANKARAN, Under Secy.

नई दिल्ली, 21 अगस्त, 2009

का.आ. 2466.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारतीय दंत चिकित्सा परिषद् से परामर्श करने के पश्चात् केन्द्र सरकार उक्त अधिनियम की अनुसूची के भाग-1 में एतद्वारा निम्नलिखित संशोधन करती है; अर्थात् :—

2. दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में कालीकट विश्वविद्यालय, केरल द्वारा प्रदान की गई डेंटल डिग्रियों को मान्यता दिए जाने के संबंध में क्रम सं. 30 के सामने स्तम्भ 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां रखी जाएंगी; अर्थात् :—

“II रोयल डेंटल कॉलेज, चेलीसरी,
केरल

(i) दंत शल्य-चिकित्सा स्नातक	बीडीएस, कालीकट
(यदि यह 30-8-2008 को अथवा उसके उपरांत प्रदान की गई हो ।)	विश्वविद्यालय, केरल”

[फा. सं. वी. 12017/38/2002-डी.ई.]

आर. शंकरन, अवर सचिव

New Delhi, the 21st August, 2009

S.O. 2466.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 & 3 against Serial No. 39, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degree awarded by University of Calicut, Kerala, the following entries shall be inserted thereunder :—

“II. Royal Dental College,
Chalissery, Kerala

(i) Bachelor of Dental Surgery (if granted on or after 30-8-2008)	BDS, University, of Calicut, Kerala”
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[F. No. V. 12017/38/2002-DE]

R. SANKARAN, Under Secy.

नई दिल्ली, 21 अगस्त, 2009

का.आ. 2467.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है; अर्थात् :—

2. दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में क्रम सं. 79 के बाद निम्नलिखित क्रम संख्या और प्रविष्टियां अन्तः स्थापित की जाएंगी; अर्थात् :—

“80. दत्ता मेघे आयुर्विज्ञान संस्थान (सम-विश्वविद्यालय), वर्धा

1. शरद पवार डेंटल कलेज एवं अस्पताल वर्धा

(i) दंत शल्य-चिकित्सा स्नातक

(यदि यह 16-06-2009 को अथवा उसके बाद प्रदान की गई हो)

(ii) दंत शल्य-चिकित्सा निष्णात-मुख विकृति विज्ञान (यदि यह 28-4-2009 को अथवा उसके बाद प्रदान की गई हो)

प्रोस्थोडोटिक्स

(यदि यह 28-4-2009 को अथवा उसके बाद प्रदान की गई हो)

मुख शल्य चिकित्सा

(यदि यह 28-4-2009 को अथवा उसके बाद प्रदान की गई हो)

कंजरवेटिव डॉटिस्टरी

(यदि यह 5-5-2009 को अथवा उसके बाद प्रदान की गई हो)

मुख आयुर्विज्ञान

(यदि यह 5-5-2009 को अथवा उसके बाद प्रदान की गई हो)

पेरियोडोटिक्स

(यदि यह 5-5-2009 को अथवा उसके बाद प्रदान की गई हो)

आयोडोटिक्स

(यदि यह 5-5-2009 को अथवा उसके बाद प्रदान की गई हो)

बीडीएस, दत्ता मेघे आयुर्विज्ञान संस्थान (सम-विश्वविद्यालय), वर्धा

एमडीएस, (मुख विकृति विज्ञान), दत्ता मेघे आयुर्विज्ञान संस्थान (सम-विश्वविद्यालय), वर्धा

एमडीएस (प्रोस्थो.), दत्ता मेघे आयुर्विज्ञान संस्थान (सम-विश्वविद्यालय), वर्धा

एमडीएस (मुख शल्य चिकित्सा), दत्ता मेघे आयुर्विज्ञान संस्थान (सम-विश्वविद्यालय), वर्धा

एमडीएस (कंजरवेटिव डॉटिस्टरी), दत्ता मेघे आयुर्विज्ञान संस्थान (सम-विश्वविद्यालय), वर्धा

एमडीएस (मुख आय.), दत्ता मेघे आयुर्विज्ञान संस्थान (सम-विश्वविद्यालय), वर्धा

एमडीएस (पेरियो.), दत्ता मेघे आयुर्विज्ञान संस्थान (सम-विश्वविद्यालय), वर्धा

एमडीएस (आयो.), दत्ता मेघे आयुर्विज्ञान संस्थान (सम-विश्वविद्यालय), वर्धा

[फा. सं. वी. 12017/39/2009-डी.इ.]

आर. शंकरन, अवर सचिव

New Delhi, the 21st August, 2009

S.O. 2467.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) after Serial No. 79, the following Serial number and entries shall be inserted namely :—

“80 Datta Meghe Institute of Medical Sciences (Deemed University), Wardha

1. Sharad Pawar Dental College & Hospital, Wardha

(i) Bachelor of Dental Surgery
(if granted on or after 16-6-2009)

BDS, Datta Meghe Institute of Medical Sciences (Deemed University), Wardha

(ii) Master of Dental Surgery
Oral Pathology
(if granted on or after 28-4-2009)

MDS, (Oral Path.), Datta Meghe Institute of Medical Sciences (Deemed University), Wardha

Prosthodontics (if granted on or after 28-4-2009)	MDS, (Prosthodontics), Datta Meghe Institute of Medical Sciences (Deemed University), Wardha
Oral Surgery (if granted on or after 28-4-2009)	MDS, (Oral Surgery), Datta Meghe Institute of Medical Sciences (Deemed University), Wardha
Conservative Dentistry (if granted on or after 5-5-2009)	MDS, (Conservative Dentistry), Datta Meghe Institute of Medical Sciences (Deemed University), Wardha
Oral Medicine (if granted on or after 5-5-2009)	MDS, (Oral Medicine), Datta Meghe Institute of Medical Sciences (Deemed University), Wardha
Periodontics (if granted on or after 5-5-2009)	MDS, (Periodontics), Datta Meghe Institute of Medical Sciences (Deemed University), Wardha
Orthodontics (if granted on or after 5-5-2009)	MDS, (Orthodontics), Datta Meghe Institute of Medical Sciences (Deemed University), Wardha

[No. V. 12017/39/2009-DE]

R. SANKARAN, Under Secy.

नई दिल्ली, 25 अगस्त, 2009

का.आ. 2468.—केन्द्रीय सरकार भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1) (ख) के अनुसरण भावनगर विश्वविद्यालय का प्रतिनिधित्व करने वाले डॉ. एस. वी. पटेल को दिनांक 23-11-2006 से भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में निर्वाचित किया गया था।

जबकि डॉ. एस. वी. पटेल ने सूचित किया है कि उन्हें भावनगर विश्वविद्यालय से हेमचन्द्राचार्य उत्तरी गुजरात विश्वविद्यालय में स्थानांतरित किया गया है और वे अब भावनगर विश्वविद्यालय की शैक्षणिक परिषद् के सदस्य नहीं हैं। अतः भावनगर विश्वविद्यालय का प्रतिनिधित्व करने वाले डॉ. एस. वी. पटेल की भारतीय आयुर्विज्ञान परिषद् की सदस्यता समाप्त हो गई है।

इसलिए अब, उक्त अधिनियम की धारा 7 की उप-धारा (3) के उपबंध के अनुसरण में भावनगर विश्वविद्यालय का प्रतिनिधित्व करने वाले डॉ. एस. वी. पटेल की भारतीय आयुर्विज्ञान परिषद् की सदस्यता को दिनांक 19-6-2009 से समाप्त हुआ माना जाएगा।

[सं. वी. 11013/10/2009-एम. ई. (नीति-1)]

आर. शंकरन, अवर सचिव

New Delhi, the 25th August, 2009

S.O. 2468.—Whereas in pursuance of the provision of sub-section (1) (b) of section 3 of the Indian Medical Act, 1956 (102 of 1956) Dr. S.V. Patel was elected as a member of the Medical Council of India representing Bhavnagar University with effect from 23-11-2006.

Whereas Dr. S.V. Patel has informed that he has been transferred from Bhavnagar University to Hemchandracharya North Gujarat University and is no more a member of Academic Council of Bhavnagar University. Therefore, Dr. S.V. Patel has ceased to be a member of Medical Council of India representing Bhavnagar University.

Now, therefore, in pursuance of the provision of sub-section (3) of Section 7 of the said Act, Dr. S.V. Patel shall be deemed to have ceased to be a member of the Medical Council of India representing Bhavnagar University with effect from 19-6-2009.

[No. V.-11013/10/2009-ME (Policy-1)]

R. SANKARAN, Under Secy.

नई दिल्ली, 31 अगस्त, 2009

का.आ. 2469.— भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 12 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और केन्द्र सरकार भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की दूसरी अनुसूची में एतद्वारा निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अनुसूची में शीर्षक “नेपाल” के अंतर्गत, “बी.पी. कोइराला स्वास्थ्य विज्ञान संस्थान, धारन, नेपाल” के सामने विषयों के “शीर्षक” [इसके आगे स्तम्भ (2) के रूप में संदर्भित], ‘डिप्लोमा में उल्लिखित योग्यताओं का स्वरूप’ [इसके आगे स्तम्भ (3) के रूप में संदर्भित] और ‘संक्षेपण’ [इसके आगे स्तम्भ (4) के रूप में संदर्भित] के अंतर्गत, अंतिम प्रविष्टि के बाद निम्नलिखित को रखा जाएगा, अर्थात् :—

(2)	(3)	(4)
“एम डी (बाल “आयुर्विज्ञान वाचस्पति बी0 पी. के आई.एच. एस. धारन, नेपाल (यह मान्यताप्राप्त अर्हता होगी यदि यह बी.पी. कोइराला चिकित्सा)” (बाल चिकित्सा)“ स्वास्थ्य विज्ञान संस्थान, धारन, नेपाल में प्रशिक्षित किए जा रहे छात्रों के लिए बी.पी. कोइराला स्वास्थ्य विज्ञान संस्थान, धारन, नेपाल (सम विश्वविद्यालय) द्वारा 2001 को या इसके बाद प्रदान की गई हो)		

[सं. वी. 11015/1/2009-एम. ई. (पी-1)]

आर. शंकरन, अवर सचिव

New Delhi, the 31st August, 2009

S.O. 2469.—In exercise of the powers conferred by sub-section (2) of the section 12 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government after consulting the Medical Council of India, hereby makes the following further amendments in the Second Schedule to the said Act, namely :—

In the said Schedule under the heading “Nepal”—against “B. P. O. Koirala Institute of Health Sciences, Dharan, Nepal”, under the headings ‘Title’ [hereinafter referred to as column (2)], ‘Nature of qualifications as stated in diploma’ [hereinafter referred to as column (3)] and “Abbreviation” [hereinafter referred to as column (4)], after the last entry and entry relating thereto the following shall be inserted, namely :—

(2)	(3)	(4)
“MD (Paediatrics)”, “Doctor in Medicine (Paediatrics)”	B.P.K.I.H.S. Dharan, Nepal [This shall be a recognized qualification when granted by B.P. Koirala Institute of Health Sciences, Dharan, Nepal (Deemed University) in respect of students being trained at B.P. Koirala Institute of Health Sciences, Dharan, Nepal on or after 2001]	

[No. V.-11015/1/2009-ME(P-I)]

R. SANKARAN, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 21 अगस्त, 2009

का.आ. 2470.— भारतीय भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खण्ड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :—

अनुसूची

क्रम	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक संख्या	नए भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
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(1)	(2)	(3)	(4)
1. आई एस/आई ई सी 60898-1: 2002 विद्युत उपस्कर-घरेलू और संस्थापनों के लिए ओवरकरंट से सुरक्षा हेतु परिपथ वियोजक भाग । प्रत्यार्वी धारा के प्रचालन के लिए परिपथ वियोजक	आई एस. 8828:1996		1-1-2010

इस भारतीय मानक की एक प्रति भारतीय मानक व्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, शेंगोय कार्यालयों नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनंतपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 07/टी-25]

आर. के. त्रेहन, वैज्ञा. एवं प्रमुख (विद्युत तकनीकी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 21st August, 2009

S.O. 2470.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standard Rules, 1987, the Bureau of Indian Standards hereby notifies the Indian Standards to the Indian Standards, particulars of which is given in the Schedule hereto annexed has been issued.

SCHEDULE

SI No.	No. & Year of the Indian Standard	No. and Year of the Indian Standards, if any, superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS/IEC 60898-1/2002 Electrical Accessories— Circuit-breakers for over current protection for household and similar installations Part 1 Circuit breakers for a.c. operation	IS 8828 : 1996 Electrical Accessories— Circuit Breakers for Over Current Protection for Household and Similar Installations	1-1-2010

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices, New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices, Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: ET 07/T-25]

R. K. TREHAN, Scientist E and Head (Electrotechnical)

नई दिल्ली, 21 अगस्त, 2009

का.आ. 2471.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खण्ड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :—

अनुसूची

क्रम स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक संख्या	नए भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अधिकारी मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
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(1)	(2)	(3)	(4)
1. आई एस 12640 (भाग 1) : 2008 घरेलू एवं समान प्रयोजनों के लिए अवशिष्ट करंट-चालित सर्किट वियोजक भाग 1 समेकित अतिधारा संरक्षण रहित सर्किट वियोजक (पहला पुनरीक्षण)		-	1 अक्टूबर, 2009

इस भारतीय मानक की एक प्रति भारतीय मानक व्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, शेंगोय कार्यालयों नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनंतपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 07/टी-34]

आर. के. त्रेहन, वैज्ञा. ई. एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 21st August, 2009

S.O. 2471.—In pursuance of clause (b) of sub-rule (I) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies the Indian Standards to the Indian Standards, particulars of which is given in the Schedule hereto annexed has been issued.

SCHEDULE

Sl No.	No. & Year of Indian Standard	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 12640 (Part-1) : 2008 Residual current operated circuit-breakers for household and similar uses : Part 1 Circuit-breakers without integral overcurrent protection (RCBs) (First Revision)	—	1 October, 2009

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: ET 07/T-34]

R. K. TREHAN, Scientist E and Head (Electrotechnical)

नई दिल्ली, 21 अगस्त, 2009

का.आ. 2472.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उद्दिष्ट नियम (1) के खण्ड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह वे स्थापित हो गया है :—

अनुसूची

क्रम स्थापित भारतीय मानक (को) की संख्या, वर्ष और शीर्षक संख्या	नए भारतीय मानक द्वारा अतिक्रमित भारतीय स्थापित तिथि मानक अधिकारी मानकों, यदि कोई हो, की संख्या और वर्ष
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(1)	(2)	(3)	(4)
1. आई एस 12640 (भाग 2) : 2008 घरेलू समान प्रयोजनों के लिए अवशिष्ट कारंट चालित सर्किट वियोजक भाग 2 समेकित अतिधारा संरक्षण रहित सर्किट वियोजक (पहला पुनरीक्षण)	—	—	1 अक्टूबर, 2009

इस भारतीय मानक की एक प्रति भारतीय मानक व्यूरो, मानक भवन, 9, बहादुर शाह जकर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चंडीगढ़, चम्पाई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, मुम्बई, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूर्णे तथा तिरुवनन्तपुरम में विक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 07/टी-44]

आर. के. त्रेहन, वैज्ञा. ई एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 21st August, 2009

S.O. 2472—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies the Indian Standards to the Indian Standards, particulars of which is given in the Schedule hereto annexed has been issued.

SCHEDULE

SI No.	No. & Year of the Indian Standard	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 12640 (Part-2) : 2008 Residual current operated circuit-breakers for household and similar uses : Part 2 Circuit-breakers without integral overcurrent protection (RCBs) (First Revision)	—	1 October, 2009

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: ET 07/1-44]

R. K. TREHAN, Scientist E and Head (Electrotechnical)

नई दिल्ली, 21 अगस्त, 2009

का.आ. 2473—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खण्ड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह वे स्थापित हो गया है :—

अनुसूची

क्रम स्थापित भारतीय मानक (कों) की संख्या वर्ष और शोर्षक संख्या	नए भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि	
(1)	(2)	(3)	(4)
1. आई एस/आई सी 60898-2(2003) विद्युत उपस्कर-घरेलू और संरक्षणों के लिए ओवरकरंट से सुरक्षा हेतु परिपथ वियोजक धारा 2 प्रत्यावर्ती धारा और दिस्ट धारा के प्रचालन के लिए परिपथ वियोजक	आई. एस. 8828:1996	1-1-2010	

इस भारतीय मानक की एक प्रति भारतीय मानक व्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूर्णे तथा तिरुवनन्तपुरम में विक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 07/टी-50]

आर. के. त्रेहन, वैज्ञ. ई एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 21st August, 2009

S.O. 2473—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies the Indian Standards to the Indian Standards, particulars of which is given in the Schedule hereto annexed has been issued.

SCHEDULE

Sl No.	No. & Year of the Indian Standard	No. and Year of the Indian Standards, if any, superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
I.	IS/IEC 60898-2:2003 Electrical Accessories— Circuit-breakers for over current protection for household and similar installations Part 2 Circuit breakers for a.c. and dc operation	IS 8828 : 1996 Electrical Accessories— Circuit Breakers for Over Current Protection for Household and Similar Installations	1-1-2010

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Tairuvananthapuram.

[Ref. ET 07/T-50]

R. K. TREHAN, Scientist E and Head (Electrotechnical)

नई दिल्ली, 26 अगस्त, 2009

का.आ. 2474.—भारतीय भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खण्ड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया है/किये गये हैं :

अनुसूची

क्रम संशोधित भारतीय मानक की संख्या और वर्ष संख्या	संशोधनों की संख्या और तिथि	संशोधन लागू होने की तिथि	
(1)	(2)	(3)	(4)
1. I3826 (भाग 4) : 1993	1 अगस्त, 2009	31 अगस्त, 2009	
2. I200 (भाग 9) : 1973	2 अगस्त, 2009	31 अगस्त, 2009	

इन संशोधनों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूर्णे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' व प्रमुख (सिविल इंजीनियरी)

New Delhi, the 26th August, 2009

S.O. 2474.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl No.	No. and year of the Indian Standards	No. and year of the Amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	I3826(Part 4): 1993	1 August, 2009	31 August, 2009
2.	I200 (Part 9) : 1973	2 August, 2009	31 August, 2009

Copies of these amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: CED/Gazette]

A. K. SAINI, Scientist 'F' and Head (Civil Engg.)

नई दिल्ली, 1 सितम्बर, 2009

का.आ. 2475.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खण्ड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया है/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधनों की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 13497 : 1992 विलीन एसिटिलीन गैस सिलिंडर के लिए संगलनीय प्लग विशिष्टि	संशोधन नं. 1 अगस्त, 2009	31 अगस्त, 2009
2.	एस पी 9 : 1973 सिलिंडरों में वाहित गैसों की तकनीकी आंकड़ा सीट	संशोधन नं. 2 अगस्त, 2009	31 अगस्त, 2009

इस संशोधन की प्रतियां भारतीय मानक व्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूर्णे तथा तिरुवनन्तपुरम में विक्री हेतु उपलब्ध हैं।

[संदर्भ : एम. ई. डी/जी-2:1]

सी. के. वेदा, वैज्ञानिक 'एफ' व प्रमुख (यांत्रिक इंजीनियरी)

New Delhi, the 1st September, 2009

S.O. 2475.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl No.	No. and year of the Indian Standards	No. and year of the Amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 13497 : 1992 Fusible plug for dissolved acetylene gas cylinder—Specification	Amendment No. 1 August, 2009	31 August, 2009
2.	SP 9 : 1973 Technical data sheet for gases conveyed in cylinders	Amendment No. 2 August, 2009	31 August, 2009

Copies of this standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch

Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MED/G-2:1]

C. K. VEDA, Scientist 'F' and Head (Mechanical Engg.)

नई दिल्ली, 1 सितम्बर, 2009

का.आ. 2476.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खण्ड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिसे भारतीय मानकों के विवरण नीचे अनुसूची में दिये गये हैं वे स्थापित हो गये हैं :—

अनुसूची

क्रम स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक संख्या	नए भारतीय मानक द्वारा अतिक्रमित भारतीय स्थापित तिथि मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष
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(1)	(2)	(3)	(4)
1. आई एस/आई एसओ 1834 : 1999 (आईएस 5616 : 1982 का अतिक्रमण) उत्थापक प्रयोजनों के लिए शार्ट लिंक चेन- स्वीकार्यता की सामान्य अपेक्षाएं	आई एस 5616:1982 उत्थापक प्रयोजनों के लिए शार्ट लिंक चेन स्वीकार्यता की सामान्य अपेक्षाएं (पहला पुनरीक्षण)	30 अप्रैल, 2009	

इस भारतीय मानक की प्रतियां भारतीय मानक व्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पट्टना, पूर्णे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एम. ई डी/जी-2 : 1]

सौ. के. वेदा, वैज्ञा. एफ एवं प्रमुख (यांत्रिक इंजीनियरिंग)

New Delhi, the 1st September, 2009

S.O. 2476.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & Year of Indian Standards Established	No. and Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS/ISO 1834 : 1999 (Superseding IS 5616 : 1982) Short link chain for lifting purposes—General conditions of acceptance	IS 5616 : 1982 Short link chain for lifting purposes general conditions of acceptance (First Revision)	30 April, 2009

Copy of these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MED/G-2:1]

C. K. VEDA, Scientist 'F' and Head (Mechanical Engg.)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 31 अगस्त 2009

का. आ. 2477.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आन्ध्र प्रदेश राज्य में आर. ओ. यु. पाइप लाइन पि. ओ. डि. ए. से पोन्नामंडा ई. पी. एस. (स्थानांतरण) तक पेट्रोलियम के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और अतः यह प्रतीत होता है कि ऐसी लाइनों के बिछाने के प्रयोजन के लिये एतदपाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्राभाग राजामंड्र एसट/के. जी. बेसिन ओ. एन. जी. सी. गोदावारि भवन, राजामंड्र, आंध्र प्रदेश अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर. ओ. यु. पाइप लाइन : पि. ओ. डि. ए. से पोन्नामंडा ई. पी. एस. (स्थानांतरण)

राज्य	आन्ध्र प्रदेश		मंडल	राजोल	
जिले	पुर्व गोदावारि	गांव	पोन्नामंडा		
आर.एस.नं	हेक्टरएस	एस	सेन्टेएस	एकड	सेन्ट्स
545/1ए	0	06	0	0	15
545/1बी3पी	0	03	0	0	07
542/2बी	0	06	0	0	15
547/2ए	0	02	0	0	05 1/2
542/1ए	0	04	0	0	11 1/2
518/पी	0	08	0	0	20
542/1बी	0	02	0	0	05 1/2
जोड़	0	32	0	0	79 1/2

[सं. 12016/8/2009/ओएन जी डी-III]

आर. एस. सिकदर, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 31st August, 2009

S.O. 2477.—Whereas it appears to the Central Government that is necessary in the public interest that for the transport of petroleum from "Poda to Ponnamanda EPS" in the A. P. state pipeline should be laid by the Oil and Natural Gas Corporation Ltd.

And Whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed here to:

Now Therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Any person interested in the said land may object within 21 days from the date of this notification, to laying the pipe line under the land to the Competent Authority Oil and Natural Gas Corporation Ltd, Rajahmundry Asset/K.G., Basin, Godavari Bhavan, Base Complex, Rajahmundry, Andhra Pradesh.

SCHEDULE

Rou Pipe Line from Poda to Ponnamanda EPS (Diversion)

State:	Andhra Pradesh		Mandal:	Razole	
District:	East Godavari		Village:	Ponnamanda	
RS No.	Hectares	Ares	Centi Ares	Acres	Cents
545/1A	0	06	0	0	15
545/1B3p	0	03	0	0	07
542/2B	0	06	0	0	15
547/2A	0	02	0	0	05 1/2
542/1A	0	04	0	0	11 1/2
518/P	0	08	0	0	20
542/1B	0	02	0	0	05 1/2
Total	0	32	0	0	79 1/2

[No. 12016/8/2009-ONGD-III]

R. S. SIKDAR, Under Secy.

नई दिल्ली, 31 अगस्त, 2009

का. आ. 2478.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आन्ध्र प्रदेश राज्य में आर. ओ. यु. पाइप लाइन जी. एस #49 ऐ. सी. से के. वी. #7 तक पेट्रोलियम के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और अतः यह प्रतीत होता है कि ऐसी लाइनों के बिछाने के प्रयोजन के लिये एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने के अपना आशय एतद्वारा घोषित किया है :-

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, राजामुन्द्रि एसट/के. जी. बेसिन आ. एन. जी. सी. गोदावारि भवन, राजामुन्द्रि, आंध्र प्रदेश को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर ओ. यु. पाइप लाइन : जी. एस #49 ऐ. सी. से के. वी. #7

राज्य	आन्ध्र प्रदेश	मंडल	सकिनेटिपल्टी		
जिले	पूर्व गोदावारि	गांव	अंतरवेदि		
आर.एस. नं	हेक्टेएर्स	एस	सेन्ट्रेएस	एकड	सेन्स
1	2	3	4	5	6
1046/2बै2पो	0	03	0	0	08
1046/1बै4पो	0	02	5	0	06
1046/1ए५पो	0	03	0	0	07
1047/1डॉपी	0	00	5	0	01
1047/1बी	0	05	5	0	13
1047/1सी	0	05	5	0	13
1047/1डी	0	05	0	0	12
1047/2बै2	0	00	5	0	01
915/पी	0	00	5	0	01
914/पी	0	01	5	0	04
911/1ए	0	03	5	0	09
911/1बी	0	03	5	0	09
911/1सी	0	01	5	0	04
911/1डी	0	01	5	0	04
911/1ई	0	03	0	0	08
911/1एफ	0	03	5	0	09

1	2	3	4	5	6
911/1जी	0	03	0	0	08
911/1एच	0	03	0	0	08
911/1आई	0	03	0	0	07
907/1डी	0	02	0	0	06
911/1जे	0	03	0	0	08
911/1के	0	02	5	0	06
907/1ए	0	01	0	0	02
907/1एच	0	01	5	0	04
898/1ल	0	01	5	0	04
907/1बी	0	04	5	0	11
907/1सी	0	04	5	0	11
907/1एफ	0	01	5	0	04
905/3ए	0	03	0	0	07
898/1जी	0	01	5	0	04
907/1ई	0	01	0	0	03
907/1जी	0	01	5	0	04
894/1डी	0	01	0	0	03
894/2ए	0	00	5	0	01
907/1आई	0	01	5	0	01
898/1आर	0	01	0	0	03
894/2बी	0	01	0	0	03
906/ए१	0	03	0	0	07
905/2१२	0	02	5	0	06
906/१२	0	03	0	0	07
906/१३	0	02	5	0	06
906/१४	0	07	5	0	19
906/१५	0	02	5	0	06
906/१६	0	02	5	0	06
906/१७	0	02	5	0	06
905/1पी	0	02	0	0	05
905/1ए१	0	02	0	0	05
905/1ए२	0	02	0	0	05
905/2ए१	0	01	5	0	04
905/3बी	0	01	0	0	03
898/1ए	0	01	0	0	03
898/1जे	0	02	0	0	05

1	2	3	4	5	6	1	2	3	4	5	6
898/1क्यू	0	01	0	0	03	901/2बी	0	00	5	0	01
894/2ई	0	02	5	0	06	900/1एफ	0	00	5	0	01
898/1सो	0	01	5	0	04	901/2सो	0	01	0	0	03
898/1डी	0	01	0	0	03	901/2डी	0	01	5	0	04
898/1एस	0	02	5	0	06	901/2ई	0	01	0	0	02
894/1सो	0	02	5	0	06	895/1ए	0	02	5	0	06
898/1ई	0	01	0	0	03	895/1बी	0	03	5	0	09
898/1ओ	0	01	0	0	03	895/1सोफी	0	01	0	0	03
893/4	0	01	0	0	03	895/1सोपी	0	01	0	0	02
892/1	0	00	5	0	01	895/2एफी	0	00	5	0	01
898/1एफ	0	01	5	0	04	895/2एफी	0	01	0	0	03
898/1एच	0	01	0	0	03	895/2बी	0	02	5	0	05
898/1जी	0	01	0	0	03	895/2सो	00	03	5	0	09
898/1आई	0	01	0	0	03	895/2डी	0	01	5	0	04
898/1की	0	01	0	0	03	895/2ई	0	02	5	0	06
892/2	0	01	5	0	04	895/3ए	0	04	0	0	10
898/1के	0	01	0	0	03	894/1ए	0	01	0	0	03
898/1एस	0	01	0	0	03	894/1बी	0	05	5	0	14
898/1एस	0	02	5	0	06	894/2डी	0	02	0	0	05
894/2सो	0	02	5	0	06	893/2	0	01	0	0	03
893/पी	0	01	0	0	03	893/3	0	01	0	0	03
893/1	0	01	0	0	03	जोड़ :	2	43	0	6	00
898/2ए	0	06	5	0	16						
898/3ए	0	01	0	0	03						
900/1सो	0	03	5	0	09						
898/3बी	0	02	0	0	05						
898/6ए	0	01	5	0	04						
898/8ए	0	02	5	0	06						
900/1बी	0	04	0	0	10						
898/10ए	0	02	0	0	05						
898/12ची	0	10	0	0	25						
900/1ए	0	07	5	0	18						
900/1डी	0	03	5	0	09						
901/2ए	0	00	5	0	01						
900/1ई	0	00	1	0	03						

[सं. 12016/8/2009/ओएन जी डी-III]

आर. एस. सिकदर, अवर सचिव

New Delhi, the 31st August, 2009

S. O. 2478.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from “GS#49AC to KV#7” in the A. P. State pipeline should be laid by the Oil & Natural Gas Corporation Ltd.

And Whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed here to:

Now therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in the Land Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Any person interested in the said land may object within 21 days from the date of this notification, to laying the pipeline under the land to the Competent Authority Oil & Natural Gas Corporation Ltd, Rajahmundry Asset/K.G., Basin, Godavari Bhavan, Base Complex, Rajahmundry, Andhra Pradesh.

SCHEDULE

ROU Pipe Line from GS # 49 AC to KV # 7

State:	Andhra Pradesh		Mandal:	Sakhinetipalli	
District:	East Godavari		Village	Antarvedi	
R.S. No.	Hectares	Ares	Centi Ares	Acres	Cents
1	2	3	4	5	6
1046/2B2p	0	03	0	0	08
1046/1B4p	0	02	5	0	06
1046/1A5p	0	03	0	0	07
1047/1Dp	0	00	5	0	01
1047/1B	0	05	5	0	13
1047/1C	0	05	5	0	13
1047/1D	0	05	0	0	12
1047/2B2	0	00	5	0	01
915/p	0	00	5	0	01
914/p	0	01	5	0	04
911/1A	0	03	5	0	09
911/1B	0	03	5	0	09
911/1C	0	01	5	0	04
911/1D	0	01	5	0	04
911/1E	0	03	0	0	08
911/1F	0	03	5	0	09
911/1G	0	03	0	0	08
911/1H	0	03	0	0	08
911/1I	0	03	0	0	07
907/1D	0	02	0	0	05
911/1J	0	03	0	0	08
911/1K	0	02	5	0	06
907/1A	0	01	0	0	02
907/1H	0	01	5	0	04
898/1L	0	01	5	0	04
907/1B	0	04	5	0	11

1	2	3	4	5	6
907/1C	0	04	5	0	11
907/1F	0	01	5	0	04
905/3A	0	03	0	0	07
898/1B	0	01	5	0	04
907/1E	0	01	0	0	03
907/1G	0	01	5	0	04
894/1D	0	01	0	0	03
894/2A	0	00	5	0	01
907/11	0	01	5	0	04
898/1R	0	01	0	0	03
894/2B	0	01	0	0	03
906/A1	0	03	0	0	07
905/2A2	0	02	5	0	06
906/A2	0	03	0	0	07
906/A3	0	02	5	0	06
906/A4	0	07	5	0	19
906/A5	0	02	5	0	06
906/A6	0	02	5	0	06
906/A7	0	02	5	0	06
905/1A1	0	02	0	0	05
905/1A2	0	02	0	0	05
905/2A1	0	01	5	0	04
905/3B	0	01	0	0	03
898/1A	0	01	0	0	03
898/1J	0	02	0	0	05
898/1Q	0	01	0	0	03
894/2E	0	02	5	0	06
898/1C	0	01	5	0	04
898/1N	0	02	5	0	06
894/1C	0	02	5	0	06
898/1E	0	01	0	0	03
898/1O	0	01	0	0	03
893/4	0	01	0	0	03
892/1	0	00	5	0	01

1	2	3	4	5	6	1	2	3	4	5	6
898/1F	0	01	5	0	04	895/2A P	0	01	0	0	03
898/1H	0	01	0	0	03	895/2B	0	02	5	0	05
898/1G	0	01	0	0	03	895/2C	0	03	5	0	09
898/1I	0	01	0	0	03	895/2D	0	01	5	0	04
898/1P	0	01	0	0	03	895/2E	0	02	5	0	06
892/2	0	01	5	0	04	895/3A	0	04	0	0	10
898/1K	0	01	0	0	03	894/1A	0	01	0	0	03
898/1M	0	01	0	0	03	894/1B	0	05	5	0	14
898/1S	0	02	5	0	06	894/2D	0	02	0	0	05
894/2C	0	02	5	0	06	893/2	0	01	0	0	03
893/P	0	01	0	0	03	893/3	0	01	0	0	03
893/I	0	01	0	0	03	TOTAL:		2	43	0	6
898/2A	0	06	5	0	16						
898/3A	0	01	0	0	03						
900/1C	0	03	5	0	09						
898/3B	0	02	0	0	05						
898/6A	0	01	5	0	04						
898/8A	0	02	5	0	06						
900/1B	0	04	0	0	10						
898/10A	0	02	0	0	05						
898/12P	0	10	0	0	25						
900/1A	0	07	5	0	18						
900/1D	0	03	5	0	09						
901/2A	0	00	5	0	01						
900/1E	0	00	1	0	03						
901/2B	0	00	5	0	01						
900/1F	0	00	5	0	01						
901/2C	0	01	0	0	03						
901/2D	0	01	5	0	04						
901/2E	0	01	0	0	02						
895/1A	0	02	5	0	06						
895/1B	0	03	5	0	09						
895/1Cp	0	01	0	0	03						
895/1Cp	0	01	0	0	02						
895/2A P	0	00	5	0	01						

[No. I2016/8/2009-ONGD-III]

R. S. SIKDAR, Under Secy.

नई दिल्ली, 31 अगस्त, 2009

का. आ. 2479.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आन्ध्र प्रदेश राज्य में आर. आ. यु. पाइप लाइन के वि. डि. ई. से मोरी जी. सी. ऐस. (स्थानांतरण) तक पेट्रोलियम के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा विछाई जानी चाहिए।

और अतः यह प्रतीत होता है कि ऐसी लाइनों के विछाने के प्रयोजन के लिये एतदपाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने के अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्राभाग राजामुन्द्र एसट/के. जी. बेसिन आ. एन. जी. सी. गोदावरि भवन, राजामुन्द्र, आन्ध्र प्रदेश इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर. ओ. यू. पाइप लाइन : के. वि. डि. ई. से. मोरी जी. सी. एस.
(स्थानात्मक)

राज्य	आन्ध्र प्रदेश	मंडल	सकिनेटिपल्ली		
जिला	पूर्व गोदावारि	गांव	अंतरबेदिकरा		
आर.एस.नं	हेक्टर्स	एस	सेन्टर्स	एकड़	सेन्टस
740/पी	0	04	0	0	10
739/5पी	0	04	0	0	10
788/पी	0	04	0	0	10
788/पी	0	05	0	0	12
789/पी	0	43	5	1	07 1/2
778/पी	0	03	0	0	07 1/2
613/पी	0	01	0	0	02 1/2
627/पी	0	20	0	0	49 1/2
625/पी	0	01	0	0	03 1/2
628/पी	0	24	5	0	60 1/2
जोड़	1	10	5	2	73

राज्य	आन्ध्र प्रदेश	मंडल	सकिनेटिपल्ली		
जिला	पूर्व गोदावारि	गांव	केसावादासुपालेम		
आर.एस.नं	हेक्टर्स	एस	सेन्टर्स	एकड़	सेन्टस
1	2	3	4	5	6
463/पी	0	48	5	1	20
462/पी	0	22	0	0	54 1/2
458/पी	0	21	0	0	52 1/2
446/पी	0	03	0	0	08
437/पी	0	16	5	0	41
435/पी	0	20	0	0	49
439/2पी	0	00	5	0	01
439/2पी	0	00	5	0	01
439/2पी	0	00	5	0	01
439/2पी	0	00	5	0	01
439/2पी	0	01	0	0	02
439/2पी	0	00	5	0	01
439/2पी	0	00	5	0	01
438/2पी	0	00	5	0	01
438/2पी	0	00	5	0	01

1	2	3	4	5	6
438/2पी	0	00	5	0	01
438/3पी	0	00	5	0	01
438/3पी	0	00	5	0	01
438/3पी	0	00	5	0	01
438/3पी	0	00	5	0	01
438/3पी	0	00	5	0	01
436/2पी	0	00	5	0	01
436/2पी	0	00	5	0	01
436/2पी	0	00	5	0	01
436/2पी	0	00	5	0	01
436/2पी	0	00	5	0	01
436/2पी	0	00	5	0	01
436/2पी	0	00	5	0	01
436/2पी	0	00	5	0	01
434/2पी	0	00	5	0	01
434/2पी	0	00	5	0	01
434/2पी	0	00	5	0	01
434/3पी	0	00	5	0	01
434/3पी	0	00	5	0	01
434/3पी	0	00	5	0	01
434/3पी	0	00	5	0	01
434/3पी	0	00	5	0	01
434/3पी	0	02	0	0	05
434/3पी	0	03	0	0	08
432/2पी, 3पी	0	07	5	0	18
432/पी	0	05	5	0	13
जोड़	1	61	5	3	99

[सं. 12016/8/2009/ओएन जीडी-II]

आर. एस. सिकंदर, अवर सचिव

New Delhi, the 31st August, 2009

S.O. 2479.—Whereas it appears to the Central Government that is necessary in the public interest that for the transport of petroleum from "KVDE (KV #9) to MORI GCS" in the A. P. State pipeline should be laid by the Oil and Natural Gas Corporation Ltd.

And Whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto:

Now therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Any person interested in the said land may object within 21 days from the date of this notification, to laying the pipe line under the land to the Competent Authority,

Oil and Natural Gas Corporation Ltd., Rajahmundry Asset/
K.G., Basin, Godavari Bhavan, Base Complex,
Rajahmundry, Andhra Pradesh.

SCHEDULE

Rou Pipeline from KVDE (KV #9) to MORI GCS (Diversion)

State:	Andhra Pradesh		Mandal:	Sokhinetipalli		1	2	3	4	5	6
District:	East Godavari		Village:	Antarvedikara		438/3p	0	00	5	0	01
R.S. No.	Hectares	Ares	Centi Ares	Acres	Cents	438/3p	0	00	5	0	01
1	2	3	4	5	6	438/3p	0	00	5	0	01
740/p	0	04	0	0	10	436/2p	0	00	5	0	01
739/5p	0	04	0	0	10	436/2p	0	00	5	0	01
788/p	0	04	0	0	10	436/2p	0	00	5	0	01
788/p	0	05	0	0	12	436/2p	0	00	5	0	01
789/p	0	43	5	1	07 1/2	436/2p	0	00	5	0	01
778/p	0	03	0	0	07 1/2	436/2p	0	00	5	0	01
613/p	0	01	0	0	02 1/2	436/2p	0	00	5	0	01
627/p	0	20	0	0	49 1/2	434/2p	0	00	5	0	01
625/p	0	01	0	0	03 1/2	434/2p	0	00	5	0	01
628/p	0	24	5	0	60 1/2	434/2p	0	00	5	0	01
Total	1	10	5	2	73	434/2p	0	00	5	0	01

State:	Andhra Pradesh		Mandal:	Sakhinetipalli		1	2	3	4	5	6
District:	East Godavari		Village:	Kesavadasupalem		463/p	0	48	5	1	20
RS No.	Hectares	Ares	Centi Ares	Acres	Cents	463/p	0	48	5	1	20
462/p	0	22	0	0	54 1/2	462/p	0	22	0	0	54 1/2
458/p	0	21	0	0	52 1/2	458/p	0	21	0	0	52 1/2
446/p	0	03	0	0	08	446/p	0	03	0	0	08
437/p	0	16	5	0	41	437/p	0	16	5	0	41
435/p	0	20	0	0	49	435/p	0	20	0	0	49
439/2p	0	00	5	0	01	439/2p	0	00	5	0	01
439/2p	0	00	5	0	01	439/2p	0	00	5	0	01
439/2p	0	00	5	0	01	439/2p	0	00	5	0	01
439/2p	0	00	5	0	01	439/2p	0	00	5	0	01
439/2p	0	01	5	0	02	439/2p	0	01	5	0	02
439/2p	0	00	5	0	01	439/2p	0	00	5	0	01
439/2p	0	00	5	0	01	439/2p	0	00	5	0	01
438/2p	0	00	5	0	01	438/2p	0	00	5	0	01
438/2p	0	00	5	0	01	438/2p	0	00	5	0	01
Total	1	61	5	3	99						

[No. 12016/8/2009-ONGD-III]

R. S. SIKDAR, Under Secy.

नई दिल्ली, 31 अगस्त, 2009

का. आ. 2480.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आन्ध्र प्रदेश राज्य में आर. आ. यू. पाइपलाईन जि. एम. ए. सी. से जि. ए. ए तक पेट्रोलियम के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाइ जानी चाहिए।

और अतः यह प्रतीत होता है कि ऐसी लाइनों के बिछाने के प्रयोजन के लिये एतदपाबद अनुसूची में वर्णित भूमि में उपयोग का अधिकार आर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने के अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग राजामन्द्र एसटी के जी. बेसिन ओ. एन. जी. सी. गोदावरि भवन, राजामन्द्र, आंध्र प्रदेश अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से या किसी विधि व्यवसायी की माफर्त।

अनुसूची

आर. ओ. यु. पाइप लाइन : जि. एम. ऐ. सी से जि. एम. ऐ. ऐ.

राज्य	आन्ध्र प्रदेश	मंडल	उप्पालागुप्तम		
जिला	पूर्व गोदावरि	गांव	चल्लापाल्ली		
आर.एस.नं.	हेक्टर्स	एस	सेन्टेएस	एकड	सेन्ट्स
749/2सी	0	05	0	0	12 1/2
749/2बीपी	0	05	0	0	12 1/2
749/2बीपी	0	05	5	0	13
750/2	0	05	0	0	12 1/2
751/1/1बी	0	03	0	0	08
751/2/2बी	0	04	0	0	09
751/2-4	0	04	0	0	10
751/2-3	0	02	5	0	06 1/2
753/2जी	0	01	5	0	04
751/2-2	0	02	0	0	05 1/2
753/2एफ	0	02	0	0	05 1/2
753/2ई	0	02	0	0	05
753/2डी	0	02	0	0	05
753/2बी	0	03	0	0	07
751/2-5	0	02	0	0	05 1/2
753/1बी	0	07	0	0	17 1/2
753/2बी	0	03	0	0	08 1/2
जोड़ :	0	59	5	1	47 1/2

[सं. 12016/8/2009-ओएन जीडी-III]

आर. एस. सिकदर, अवर सचिव

New Delhi, the 31st August, 2009

S. O. 2480.—Whereas it appears to the Central Government that is necessary in the public interest that for

the transport of petroleum from "GMAC to GMAA" in the A. P. State pipeline should be laid by the Oil & Natural Gas Corporation Ltd.

And Whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto:

Now Therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in the Land Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the said land may object within 21 days from the date of this notification, to laying the pipeline under the land to the Competent Authority Oil & Natural Gas Corporation Ltd., Rajahmundry Asset/K.G., Basin, Godavari Bhavan, Base Complex, Rajahmundry, Andhra Pradesh.

SCHEDULE

ROU PIPE LINE FROM GMAC to GMAA

State:	Andhra Pradesh		Mandal:	Uppalaguptam	
District:	East Godavari		Village:	Challapalli	
RS No.	Hectares	Ares	Centi Ares	Aeres	Cents
749/2C	0	05	0	0	12 1/2
749/2B P	0	05	0	0	12 1/2
749/2B P	0	05	5	0	13
750/2	0	05	0	0	12 1/2
751/1/1B	0	03	0	0	08
751/2/2B	0	04	0	0	09
751/2-4	0	04	0	0	10
751/2-3	0	02	5	0	06 1/2
753/2G	0	01	5	0	04
751/2-2	0	02	0	0	05 1/2
753/2F	0	02	0	0	05 1/2
753/2E	0	02	0	0	05
753/2D	0	02	0	0	05
753/2C	0	03	0	0	07
751/2-5	0	02	0	0	05 1/2
753/1B	0	07	0	0	17 1/2
753/2B	0	03	0	0	08 1/2
TOTAL:	0	59	5	1	47 1/2

[No. 12016/8/2009-ONGD-III]

R. S. SIKDAR, Under Secy.

नई दिल्ली, 31 अगस्त, 2009

का. आ. 2481.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आन्ध्र प्रदेश राज्य में आर. ओ. यु. पाइप लाइन पोत्रामंडा #3 से पोत्रामंडा #2 तक पेट्रोलियम के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और अतः यह प्रतीत होता है कि ऐसी लाइनों के बिछाने के प्रयोजन के लिये एतदपाबद अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग राजामन्द्रि एस्ट/ के. जी. बेसिन ओ. एन. जी. सी. गोदावरि भवन, राजामन्द्रि, आन्ध्र प्रदेश अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से या किसी विधि व्यवसायी की माफर्त।

अनुसूची

आर. ओ. यु. पाइप लाइन : पोत्रामंडा #3 से पोत्रामंडा #2

राज्य	आन्ध्र प्रदेश		मंडल	राजोल	
	जिला	पूर्व गोदावारि		गांव	पोत्रामंडा
आर.एस.नं	हेक्टर्स	एर्स	सेन्ट्रलर्स	एकड़	सेन्ट्स
1	2	3	4	5	6
420/1ए,2गी	0	06	0	0	15
420/1B	0	01	0	0	03
420/2B	0	06	0	0	15
420/2C	0	04	0	0	10
420/4ए	0	10	5	0	26
420/5ए	0	01	5	0	04
422/5	0	03	5	0	09
422/6ए	0	05	5	0	13
422/8	0	01	5	0	04
422/9ए	0	01	5	0	04
422/12	0	05	0	0	12
422/13ए	0	04	0	0	10

	1	2	3	4	5	6
422/14	0	06	5	0	16	
422/15ए	0	03	0	0	08	
422/17	0	05	0	0	12	
422/16	0	03	0	0	08	
422/13सी	0	01	0	0	02	
422/19ए	0	01	0	0	03	
588/1बी	0	05	5	0	14	
588/1सी	0	04	0	0	10	
588/1डी	0	03	5	0	09	
588/1ई	0	03	0	0	08	
588/1एफ	0	08	5	0	21	
588/2ए	0	13	5	0	33	
588/1जी	0	03	0	0	07	
586/3	0	02	5	0	06	
586/1	0	01	0	0	03	
586/2	0	01	5	0	04	
586/8	0	02	0	0	05	
586/5	0	05	5	0	13	
586/6	0	01	5	0	04	
586/7	0	05	5	0	14	
586/8	0	02	0	0	05	
586/9	0	07	5	0	18	
620/2बी	0	00	5	0	01	
621/1बी	0	12	0	0	30	
586/10	0	02	5	0	06	
587/1ए	0	01	0	0	02	
987/2ए	0	02	0	0	05	
587/2बी	0	01	5	0	04	
587/3ए	0	03	0	0	08	
620/3बी	0	01	5	0	04	
620/11ए	0	03	0	0	07	
621/1सी	0	09	0	0	22	
619/2बी	0	02	0	0	05	
619/2सी	0	04	5	0	11	
619/3बी	0	02	5	0	06	
619/4बी	0	02	5	0	06	
619/13ए	0	02	5	0	06	
638/2	0	05	5	0	14	
जोड़ :	1	96	5	4	85	

[सं. 12016/8/2009/ओएन जीडी-III]

आर. एस. सिकंदर, अवर सचिव

New Delhi, the 31st August, 2009

S. O. 2481.—Whereas it appears to the Central Government that is necessary in the public interest that for the transport of petroleum from “Ponnamanda #3 to Ponnamanda #2” in the A. P. state pipeline should be laid by the Oil and Natural Gas Corporation Ltd.

And Whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto:

Now Therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in the land Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Any person interested in the said land may object within 21 days from the date of this notification, to laying the pipe line under the land to the Competent Authority Oil and Natural Gas Corporation Ltd, Rajahmundry Asset/K.G., Basin, Godavari Bhavan, Base Complex, Rajahmundry, Andhra Pradesh.

SCHEDULE

Rou Pipe Line from Ponnamanda #3 to Ponnamanda #2

State:	Andhra Pradesh	Mandal:	Razole	586/3	0	02	5	0	06		
District:	East Godavari	Village:	Ponnamanda	586/1	0	01	0	0	03		
RS No.	Hectares	Ares	Centi Ares	Acres	Cents						
1	2	3	4	5	6						
420/1A,2Pt	0	06	0	0	15	586/10	0	02	5	0	06
420/1B	0	01	0	0	03	587/1A	0	01	0	0	02
420/2B	0	06	0	0	15	987/2A	0	02	0	0	05
420/2C	0	04	0	0	10	587/2B	0	01	5	0	04
420/4A	0	10	5	0	26	587/3A	0	03	0	0	08
420/5A	0	01	5	0	04	620/3B	0	01	5	0	04
422/5	0	03	5	0	09	620/11A	0	03	0	0	07
422/6A	0	05	5	0	13	621/1C	0	09	0	0	22
422/8	0	01	5	0	04	619/2B	0	02	0	0	05
422/9A	0	01	5	0	04	619/2C	0	04	5	0	11
422/12	0	05	0	0	12	619/3B	0	02	5	0	06
422/13A	0	04	0	0	10	619/4B	0	02	5	0	06
422/14	0	06	5	0	16	619/13A	0	02	5	0	06
422/15A	0	03	0	0	08	638/2	0	05	5	0	14
422/17	0	05	0	0	12	TOTAL:	1	96	5	4	85

[No. 12016/8/2009-ONGD-III]

R. S. SIKDAR, Under Secy.

नई दिल्ली, 31 अगस्त, 2009

का. आ. 2482.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि अन्ध प्रदेश राज्य में आर. ओ. यू. पाइपलाइन के के. बि. डि. बि. से. मोरी जि. सि. एस. तक पेट्रोलियम के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और अतः यह प्रतीत होता है कि ऐसी लाइनों के बिछाने के प्रयोजन के लिये एतदगाबद अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 को उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग राजामन्द्रि एसट/के. जी. बेसिन आ०. एन. जी. सी. गोदावरि भवन, राजामन्द्रि, आंध्र प्रदेश अधिसूचना को तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर. ओ. यू. पाइप लाइन : के. बि. डि. बि से. मोरी जि. सि. एस

राज्य	आन्ध्र प्रदेश		मंडल	सकिनेटिपल्लि	
	जिला	पूर्व गोदावरि		गांव	अंतरवेदी
आर.एस.नं	हेक्टेयर्स	एर्स	सेन्टेयर्स	एकड़	सेन्ट्स
1	2	3	4	5	6
716/पौ	0	14	5	0	34
856/2पौ	0	11	5	0	28
857/2पौ	0	03	0	0	08
858/पौ	0	12	0	0	30
864/पौ	0	12	5	0	31
865/पौ	0	12	5	0	31
857/1पौ	0	15	0	0	37
871	0	22	5	0	55

1	2	3	4	5	6
872	0	22	0	0	54
873	0	07	5	0	19
Total:	1	32	5	3	27

[सं. 12016/8/2009/ओएन जीडी-III]

आर. एस. सिकदर, अवर सचिव

New Delhi, the 31st August, 2009

S. O. 2482.—Whereas it appears to the Central Government that is necessary in the public interest that for the transport of petroleum from "KVDB to Mori GCS" in the A. P. state pipeline should be laid by the Oil & Natural Gas Corporation Ltd.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto:

Now therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in the land Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Any person interested in the said land may object within 21 days from the date of this notification, to laying the pipe line under the land to the Competent Authority Oil & Natural Gas Corporation Ltd, Rajahmundry Asset/K.G., Basin, Godavari Bhavan, Base Complex, Rajahmundry, Andhra Pradesh.

SCHEDULE

ROU Pipe Line from KVDB to Mori GCS

State:	Andhra Pradesh		Mandal:	Sakhinetipalli	
District:	East Godavari		Village:	Antarvedi	
RS No.	Hectares	Ares	Centi Ares	Acres	Cents
716/P	0	14	5	0	34
856/2P	0	11	5	0	28
857/2p	0	03	0	0	08
858/P	0	12	0	0	30
864/P	0	12	5	0	31
865/P	0	12	5	0	31
857/1P	0	15	0	0	37
871	0	22	5	0	55
872	0	22	0	0	54
873	0	07	5	0	19
Total:	1	32	5	3	27

[No. 12016/8/2009-ONGD-III]

R. S. SIKDAR, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 8 सितम्बर, 2009

का. आ. 2483.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में वाडीनार से मध्यप्रदेश राज्य में बीना तक क्रूड ऑयल के परिवहन हेतु भारत ओमान रिफाइनरीज लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियों साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एस. के. ब्रह्मभट्ट, सक्षम प्राधिकारी, वाडीनार बीना क्रूड ऑयल पाइपलाइन परियोजना, भारत ओमान रिफाइनरीज लिमिटेड, 23-24; पहेली मंजिल, "प्रमुख स्वामी आर्केड", मालवीया चोक, राजकोट – 360 001 (गुजरात) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : टंकारा

जिला : राजकोट

राज्य : गुजरात

क्र.	गांव का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1.	नेकनाम	498	00.1740
		497 / 1	00.0980
		558 / 1	00.1092
		562	00.1370
		561 / 1	00.1700
		561 / 1	00.0491
		643	00.1706

क्र.	गांव का नाम	सर्व नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
2.	हमीरपुर	6 / 1	00.0675
		71 / 1	00.0340
		106	00.4230
		108	00.0675
3.	छत्तर	197 / 4	00.3068
		187 / पैकी	00.0460
		204 / 1	00.0754
		204 / 2	00.0248
		204 / 3	00.2072
		204 / 5	00.0600
		217	00.2750

[फा. सं. आर-31015/32/2009-आ.आर.-II]

ए. गोस्वामी, अवर सचिव

Ministry of Petroleum and Natural Gas

New Delhi, the 8th September, 2009

S. O. 2483.—Whereas it appears to the Central Government that it is necessary in the public interest that for transportation of crude oil from Vadinar in the State of Gujarat to Bina in the state of Madhya Pradesh, a pipeline should be laid by Bharat Oman Refineries Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the power conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty One days from the date on which copies of the Gazette of India containing this

Notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri S. K. Brahmbhatt, Competent Authority, Vadinar-Bina Crude Oil Pipeline Project, Bharat Oman Refineries Limited, 23-24, Wing-B, 1ST Floor,, Pramukh Swami Arcade, Malaviya Chowk, Rajkot – 360 001 . (Gujarat)

SCHEDULE

TEHSIL : TANKARA

DISTRICT : RAJKOT

STATE : GUJARAT

S. No.	Name of Village	Survey No.	Area in Hectare
1	2	3	4
1.	Neknam	498	00.1740
		497 / 1	00.0980
		558 / 1	00.1092
		562	00.1370
		561 / 1	00.1700
		561 / 1	00.0491
		643	00.1706
2.	Hamirpar	6 / 1	00.0675
		71 / 1	00.0340
		106	00.4230
		108	00.0675
3.	Chhattar	197 / 4	00.3068
		187 / Paiki	00.0460
		204 / 1	00.0754
		204 / 2	00.0248
		204 / 3	00.2072
		204 / 5	00.0600
		217	00.2750

[F. No. R-31015/32/2009-O.R.-II]
A. GOSWAMI, Under Secy

नई दिल्ली, 8 सितम्बर, 2009

का. आ. 2484.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में वाडीनार से मध्यप्रदेश राज्य में बीना तक कूड़ औयल के परिवहन हेतु भारत ओमान रिफाइनरीज लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन विछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है; कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियों साधारण जनता को उपलब्ध करा दी जाती है, इककीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एस. के. ब्रह्मभट्ट, सक्षम प्राधिकारी, वाडीनार बीना कूड़ औयल पाइपलाइन परियोजना, भारत ओमान रिफाइनरीज लिमिटेड, 23-24, पहेली मंज़िल, 'प्रमुख स्वामी आर्केड', मालवीया चौक, राजकोट – 360 001 (गुजरात) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : घोल

जिला : जामनगर

राज्य : गुजरात

क्र.	गांव का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1.	रोझीया	78 पैकी	00.1800
		128	00.0485
		137 / 2	00.0800
		136	00.1380
		132	00.1700
		133 / 2	00.1770
2.	लैयाला	133	00.1700
		152	00.0615
		237	00.0646

[फा. सं. आर-31015/34/2009-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 8th September, 2009

S. O. 2484.—Whereas it appears to the Central Government that it is necessary in the public interest that for transportation of crude oil from Vadinar in the State of Gujarat to Bina in the state of Madhya Pradesh, a pipeline should be laid by Bharat Oman Refineries Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto; Now, therefore, in exercise of the power conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty One days from the date on which copies of the Gazette of India containing this Notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri S. K. Brahmbhatt, Competent Authority, Vadinar-Bina Crude Oil Pipeline Project, Bharat Oman Refineries Limited, 23-24, Wing-B, 1ST Floor,, Pramukh Swami Arcade, Malaviya Chowk, Rajkot – 360 001. (Gujarat)

SCHEDULE

TEHSIL : DHROL

DISTRICT : JAMNAGAR

STATE : GUJARAT

S. No.	Name of Village	Survey No.	Area in Hectare
1	2	3	4
1.	Rojhiya	78Paiki	00.1800
		128	00.0485
		137/2	00.0800
		136	00.1380
		132	00.1700
		133/2	00.1770
		133	00.1700
2.	Laiyala	152	00.0615
		237	00.0646

नई दिल्ली, 8 सितम्बर, 2009

का. आ. 2485.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में वाडीनार से मध्यप्रदेश राज्य में बीना तक क्रूड ऑयल के परिवहन हेतु भारत ओमान रिफाइनरीज लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियों साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एस. के. ब्रह्मभट्ट, सक्षम प्राधिकारी, वाडीनार बीना क्रूड ऑयल पाइपलाइन परियोजना, भारत ओमान रिफाइनरीज लिमिटेड, 14, 14-A कृष्णा बंगलोज, प्रहलादनगर, अहमदाबाद - 380051 (गुजरात) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : ठासरा

जिला : खेड़ा

राज्य : गुजरात

क्र.	गांव का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1.	सीमलज	156 स्कॉर्पी	00.3523
2.	आगरवा	1099	00.0215
		724	00.0016
		635/1	00.0127
3.	उपलेट	96	00.4400

[फा. सं. आर-31015/33/2009-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 8th September, 2009

S. O. 2485.— Whereas it appears to the Central Government that it is necessary in the public interest that for transportation of crude oil from Vadinar in the State of Gujarat to Bina in the state of Madhya Pradesh, a pipeline should be laid by Bharat Oman Refineries Limited;

पर्यावरण विभाग द्वारा प्रकाशित दिनांक 12 सितम्बर 2009

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the power conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty one days from the date on which copies of the Gazette of India containing this Notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri S. K. Brahmbhatt, Competent Authority, Vadinar-Bina Crude Oil Pipeline Project, Bharat Oman Refineries Limited, 14 & 14-A Krishna Bungalow, Near Prahladnagar, B/h. V.S.N.L. Bldg., Ahmedabad – 380 051 (Gujarat).

SCHEDULE

TEHSIL : THASRA		DISTRICT : KHEDA		STATE : GUJARAT
S. No.	Name of Village	Survey No.	Area in Hectare	
1	2	3	4	
1.	Simlaj.	156 P	00.3523	
2.	Agarwa	1099	00.0215	
		724	00.0016	
		635/1	00.0127	
3.	Uplet	96	00.4400	

[F. No. R-31015/33/2009-O.R.-II]
A. GOSWAMI, Under Secy

नई दिल्ली, 9 सितम्बर, 2009

का. आ. 2486.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में वाडीनार से मध्यप्रदेश राज्य में बीना तक क्रूड ऑयल के परिवहन हेतु भारत ओमान रिफाइनरीज लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन विछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियों साधारण जनता को उपलब्ध करा दी जाती है, इककीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एस. के. ब्रह्मभट्ट, सक्षम प्राधिकारी, वाडीनार बीना क्रूड ऑयल पाइपलाइन परियोजना, भारत ओमान रिफाइनरीज लिमिटेड, 23-24, पहली मंडिल, 'प्रमुख स्वामी आर्केड', मालवीया चोक, राजकोट – 360 001 (गुजरात) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : वांकानेर

जिला : राजकोट

राज्य : गुजरात

क्र.	गांव का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1.	कोटडा नायाणी	541 / 1 674 / 9 674 / 10 674 / 5 674 / 20	00.2385 00.3125 00.2950 00.2200 00.1250
2.	पीपलीयाराज	60 / 2 717 / 1 पैकी 733 / 12	00.1472 00.2400 00.6060
3.	प्रतापगढ़	76 / 3 80/2 पैकी	00.2000 00.3050
4.	सीधावदर	73 / 1 73 / 2 77 / 1 पैकी 615 / पैकी 615 / पैकी 676 4 / 2 पैकी	00.1041 00.0308 00.0135 00.1136 00.1155 00.2010 00.2100
5.	भोजपरा	36 / 2	00.3617
6.	राजावडला	249 / 1 251 / 4 80 / 1 77 / 2 पैकी	00.0177 00.1132 00.1713 00.0930
7.	लालपर	56 / पैकी	00.0342
8.	केराला	90 / 2 108 / 3	00.0636 00.0822

क्र.	गांव का नाम	संख्या-बंकर	क्षेत्रफल हेक्टेयर में
1	2	3	4
9.	पानीकरांड	123/1	00.1934
		122/4	00.0914
10.	पाज	34	00.0527
		83/ पैकी	00.0117
		33/2 पैकी	00.0300
11.	दलडी	283/1 पैकी	00.2055

[फा. सं. आर-31015/36/2009-ओ.आर-11]

ए. गोस्वामी, अवर सचिव

१४८.००

New Delhi, the 9th September, 2009

S. O. 2486.—Whereas it appears to the Central Government that it is necessary in the public interest that for transportation of crude oil from Vadinar in the State of Gujarat to Bina in the state of Madhya Pradesh, a pipeline should be laid by Bharat Oman Refineries Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the power conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty one days from the date on which copies of the Gazette of India containing this Notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri S. K. Brahmbhatt, Competent Authority, Vadinar-Bina Crude Oil Pipeline Project, Bharat Oman Refineries Limited, 23-24, Wing-B, 1ST Floor, Pramukh Swami Arcade, Malaviya Chowk, Rajkot – 360 001 (Gujarat)

८८६०.००

५२८०.००

SCHEDULE

TEHSIL : WANKANER

DISTRICT : RAJKOT

STATE : GUJARAT

S. No.	Name of Village	Survey No.	Area in Hectare
1	2	3	4
1.	Kotda.Nayani	541 / 1	00.2385
		674 / 8	00.3125
		674 / 9	00.2950
		674 / 10	00.2200
		674 / 11	00.1250
2.	Pipaliyaraj	60 / 2	00.1472
		717 / 1 Paiki	00.2400
		733 / 12	00.6060
3.	Pratapgadh	76 / 3	00.2000
		80 / 2 Paiki	00.3050
4.	Sindhavadar	73 / 1	00.1041
		73 / 2	00.0308
		77 / 1 Paiki	00.0135
		615 / Paiki	00.1136
		615 / Paiki	00.1155
		676	00.2010
		4 / 2 Paiki	00.2100
5.	Bhojpara	36 / 2	00.3617
6.	Rajavadla	249 / 1	00.0177
		251 / 4	00.1132
		80 / 1	00.1713
		77 / 2 Paiki	00.0930
7.	Lalpar	56 / Paiki	00.0342
8.	Kerela	90 / 2	00.0636
		108 / 3	00.0822

S. No.	Name of Village	Survey No.	Area in Hectare
1	2	3	4
9.	Rasikgadh	123 / 1	00.1934
		122 / 4	00.0914
10.	Paj	34	00.0527
		83 / Paiki	00.0117
		33 / 2 Paiki	00.0300
11.	Daldi	283 / 1 Paiki	00.2055

[F. No. R-31015/36/2009-O.R.-II]
A. GOSWAMI, Under Secy

नई दिल्ली, 9 सितम्बर, 2009

का. आ. 2487.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में वाडीनार से मध्यप्रदेश राज्य में बीना तक कूड़ औयल के परिवहन हेतु भारत ओमान रिफाइनरीज लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन विछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियों साधारण जनता को उपलब्ध करा दी जाती है, इककीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एस. के. ब्रह्मभट्ट, सक्षम प्राधिकारी, वाडीनार बीना क्रूड औयल पाइपलाइन परियोजना, भारत ओमान रिफाइनरीज लिमिटेड, 23-24, पहली मंडिल, "प्रमुख स्वामी आर्केड", मालवीया चौक, राजकोट – 360 001 (गुजरात) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : लालपुर

जिला : जामनगर

राज्य : गुजरात

क्र.	गांव का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1.	2	3	4
1.	सोंगच	137 / 2	00.0463
		137 / 3	00.0755
		283 पैकी	00.3600
2.	जांखर	502 पैकी 1	00.0225
		146	00.2242
		145	00.1631
		77 / 1 पैकी	00.4950

[फा. सं. आर-31015/30/2009-ओ.आर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 9th September, 2009

S. O. 2487.—Whereas it appears to the Central Government that it is necessary in the public interest that for transportation of crude oil from Vadinar in the State of Gujarat to Bina in the state of Madhya Pradesh, a pipeline should be laid by Bharat Oman Refineries Limited; And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto; Now, therefore, in exercise of the power conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein; Any person, interested in the land described in the said Schedule may, within twenty One days from the date on which copies of the Gazette of India containing this Notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri S. K. Brahmbhatt, Competent Authority, Vadinar-Bina Crude Oil Pipeline Project, Bharat Oman Refineries Limited, 23-24, Wing-B, 1st Floor,, Pramukh Swami Arcade, Malaviya Chowk, Rajkot – 360 001. (Gujarat)

SCHEDULE

TEHSIL : LALPUR

DISTRICT : JAMNAGAR

STATE : GUJARAT

S. No.	Name of Village	Survey No.	Area in Hectare
1	2	3	4
1.	Singadh	137/2	00.0463
		137/3	00.0755
		283 Paiki	00.3600
2.	Jankhar	502 Paiki 1	00.0225
		146	00.2242
		145	00.1631
		77/1 Paiki	00.4950

[F. No. R-31015/30/2009-O.R.-II]

A. GOSWAMI, Under Secy

नई दिल्ली, 9 सितम्बर, 2009

का.आ. 2488.—केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि पंजाब राज्य में रमन मंडी से हरियाणा राज्य में बहादुरगढ़ तक, पेट्रोलियम तेल के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा 'जी जी एस आर उत्पाद निष्कर्षण परियोजना' के कार्यान्वयन हेतु एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उक्त भूमि में, जो इस अधिसूचना से सलग्न अनुसूचि में वर्णित है और जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पैट्रोलियम और खनिज प्राइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपाधार (1) द्वारा अद्वा शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई भी व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के गोपन्न में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री प्रह्लाद सिंह, (हरियाणा), हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, गुरु गोविंद सिंह रिफाइनरी उत्पाद निष्कर्षण परियोजना, एस.सी.एफ.नं. 29, सेक्टर - 6, बहादुरगढ़ - 124507, हरियाणा को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : महम		जिला : रोहतक		राज्य : हरियाणा		
गाँव का नाम	हदवस्तु संख्या	मुस्तातिल संख्या	खसरा/ किला संख्या	क्षेत्रफल		
(1)	(2)	(3)	(4)	हेक्टेयर	एयर	वर्गमीटर
1. चान्दी	93	233	16	00	01	77
			25/2	00	09	36
			224	21	00	12
				22	00	01
			229	1	00	01
				2	00	06
				3	00	11
				4	00	00
				6	00	08
				7	00	12
				8	00	02
				15	00	03
				26	00	05
			228	11	00	13
				12	00	03
				17	00	02
				18/1	00	04
				18/2	00	06
				18/3	00	06
				19	00	08
				23/1	00	00
				24	00	11
				25	00	11
						13

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	227	21	00	01	26	
	252	1	00	03	03	
	251	5	00	00	75	

[फा. सं. आर-31015/6/2009-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 9th September, 2009

S. O. 2488.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of Petroleum Products from Raman Mandi in the State of Punjab to Bahadurgarh in the State of Haryana for implementation of “GGSR Products Evacuation Project pipeline from Raman Mandi to Bahadurgarh”, should be laid by the Hindustan Petroleum Corporation Limited;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the Right of User therein or laying of the pipeline under the land, to shri Prahlad Singh, Competent Authority (Haryana), Hindustan Petroleum Corporation Limited, Guru Gobind Singh Refinery Product Evacuation Project , SCF No. – 29, Sector – 6 Market, Bahadurgarh – 124507, Haryana.

SCHEDULE

Tehsil : MAHAM		District : ROHTAK		State : HARYANA		
Name of Village (1)	Hadbast No. (2)	Mustatli No. (3)	Khasra / Killa No. (4)	Area		
				Hectare (5)	Are (6)	Square Metre (7)
1. CHANDI	93	233	16	00	01	77
			25/2	00	09	36
			224	21	00	12 . 39
				22	00	01 26
			229	1	00	01 01
				2	00	06 32
				3	00	11 38
				4	00	00 25
				6	00	08 60
				7	00	12 90
				8	00	02 53
				15	00	03 79
				26	00	05 81
			228	11	00	13 15
				12	00	03 28
				17	00	02 27
				18/1	00	04 55
				18/2	00	06 57
				18/3	00	06 57
				19	00	08 09
				23/1	00	00 25
				24	00	11 38
				25	00	11 13

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	227	21	00	01	26	
	252	1	00	03	03	
	251	5	00	00	75	

[F. No. R-31015/6/2009-O.R.-II]
A. GOSWAMI, Under Secy

नई दिल्ली, 9 सितम्बर, 2009

का. आ. 2489.—केन्द्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय के का.आ. 1180 दिनांक 28.04.09, द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे उसके पश्चात् उक्त अधिनियम कहा जायेगा) की धारा 3(1) के अधीन अधिसूचना प्रकाशित कर, रमन मंडी (पंजाब राज्य में) से बहादुरगढ़ (हरियाणा राज्य में) तक, पेट्रोलियम उत्पाद के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा “जी जी एस आर उत्पाद निष्क्रमण परियोजना रमन मंडी से बहादुरगढ़ पेट्रोलियम पाइपलाइन” के सम्बन्ध में उक्त अधिसूचना से संलग्न अनुसूची में निर्दिष्ट तहसील महम जिला रोहतक राज्य हरियाणा की भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी,

और, उक्त अधिसूचना की प्रतियां जनता को दिनांक 26.06.2009 को उपलब्ध करा दी गई थी,

और, उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से उपाबद्ध अनुसूची में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है।

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय सभी विलंगमों से मुक्त होकर हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

गाँव का नाम (1)	तहसील : महम			जिला : रोहतक			राज्य : हरियाणा		
	ददबत्त संख्या (2)	मुस्तोतेल संख्या (3)	खसरा/ किला संख्या (4)	क्षेत्रफल			हेक्टेयर (5)	एयर (6)	वर्गमीटर (7)
				हेक्टेयर	एयर	वर्गमीटर			
1. फरमाना खास	113	12	6	00	08	09			
			7	00	08	09			
			8	00	00	25			
			15	00	05	81			
			13	11	00	13	66		
				12	00	07	33		
				17	00	06	07		
				18/1	00	08	09		
				18/2	00	02	78		
				19/1	00	06	32		
				24	00	07	33		
				25	00	13	66		
			14	21	00	05	81		
			20	21	00	00	25		
			21	12	00	04	04		
				17	00	02	02		
				18	00	13	66		
				19	00	10	12		
				23	00	00	50		
				24	00	11	63		
				25	00	12	65		
			22	1	00	07	84		
				2/2	00	12	65		
				3	00	05	31		
				6	00	03	03		
				7	00	13	66		
				8/1	00	08	60		

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		22	14	00	00	25
			15	00	01	01
		34	5	00	00	50
		35	1	00	11	13
			2	00	11	89
			3	00	01	26
			6	00	00	75
			7	00	11	63
			8	00	12	65
			9	00	01	01
			14	00	01	01
			15	00	11	63
		36	11	00	11	63
			12	00	00	50
			17	00	00	50
			18	00	09	61
			19	00	11	89
			20	00	01	77
			23	00	02	27
			24	00	13	66
			25	00	11	13
		37	21	00	00	50
		41	11	00	01	26
			19/1	00	05	56
			19/2	00	01	51
			20	00	13	15
			22	00	08	09
			23	00	12	39
			24	00	00	25
		42	1	00	13	66
			2	00	10	87

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		42	3	00	00	25
			6/3	00	00	25
			7	00	10	37
			8	00	13	91
			9	00	02	53
			14/1	00	00	25
			14/2	00	02	78
			15	00	14	67
			16	00	00	25
		43	5	00	02	27
		62	3	00	01	26
			4	00	14	67
			5	00	01	77
			6	00	13	66
			7	00	00	25
		63	10	00	05	81
			11	00	08	85
			12	00	11	38
			13	00	00	25
			17	00	01	01
			18	00	14	42
			19/1	00	03	54
			23/1	00	00	13
			23/2	00	00	12
			24	00	13	66
			25	00	06	07
		65	1	00	10	12
			9	00	12	90
			10/1	00	04	30
		66	5/1	00	07	08
			5/2	00	01	01
		416	00	21	50	
		457	00	02	02	

(1)	(2)	(3)	(4)	(5)	(6)	(7)
			458	00	02	78
			459	00	03	54
			1553	00	00	75
			1555	00	00	50
			1559	00	01	77
			1563	00	01	01
			1564	00	00	75
			1565	00	00	75
			1566	00	01	51
			1567	00	00	75
			1570	00	01	51
2. फरमाना बादशाहपुर	112	7	8/2	00	00	25
			13	00	14	42
			14/3	00	04	30
			16	00	09	36
			17	00	10	62
			18/1	00	00	25
			25	00	05	31
	6		21	00	13	66
			22	00	01	26
	10		1	00	01	01
			2	00	13	91
			3	00	05	56
			7	00	11	13
			8/1	00	09	36
			14/1	00	00	25
			14/2	00	04	30
			15/1	00	12	90
			15/2	00	00	25
			16	00	00	25
	11		11	00	02	02
			19	00	06	07

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		11	20	00	13	40
			22	00	08	60
			23	00	10	62
		16	3	00	04	30
			4/1	00	06	32
			4/2	00	07	59
			5	00	01	01
			6	00	14	42
			7/1	00	01	01
		15	10	00	03	03
			11	00	10	87
			12	00	08	34
			17	00	00	25
			18	00	12	14
			19	00	07	08
			23	00	03	79
			24	00	14	42
			25	00	01	01
		25	4	00	02	53
			119	00	01	77
			592	00	01	51
3. गुग्गाहड़ी	111	47	5	00	09	86
		48	1	00	08	34
			8	00	02	53
			9/1	00	02	02
			9/2	00	12	39
			10/1	00	04	80
			10/2	00	01	01
			12/1	00	00	25
			13	00	12	14
			14	00	08	34

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	48	16	00	14	67	
		17	00	04	30	
		25/1	00	00	25	
	49	20	00	03	28	
		21	00	10	87	
		22/2	00	01	01	
		22/3	00	09	86	
		23/1	00	00	25	
	58	21	00	12	65	
		22	00	12	14	
		23	00	04	55	
	59	21/1	00	10	12	
		21/2	00	02	53	
		22	00	12	65	
		23/1	00	12	65	
		24/1	00	05	31	
		24/2	00	05	31	
		25	00	12	65	
	60	16	00	00	25	
		17/1	00	00	25	
		17/2	00	03	28	
		18	00	08	09	
		19	00	12	65	
		20/1	00	06	07	
		20/2	00	05	81	
		23/1	00	01	26	
		24/1/1	00	06	32	
		रास्ता	00	00	50	
		25	00	10	62	
	61	11	00	00	25	
		16/1	00	06	57	
		16/2/2	00	06	57	

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		61	17/1	00	12	65
			18	00	12	65
			19	00	13	91
			20	00	07	84
		62	11/1	00	11	13
			11/2	00	01	26
			12	00	12	39
			13/2	00	09	61
			14	00	06	83
			15/1	00	01	26
			15/2	00	01	26
			16	00	06	83
			17/1	00	04	80
			18/1	00	00	75
		63	1/1	00	06	07
			1/2	00	06	07
			2	00	12	39
			3	00	12	65
			4/1	00	05	06
			4/2	00	00	50
			7/1	00	04	30
			7/2/1	00	00	25
			7/2/2	00	03	28
			14	00	05	56
			15/2	00	12	90
		64	1	00	12	39
			2	00	12	39
			3	00	12	39
			4/1	00	11	63
			4/2	00	00	50
			5/1/1	00	00	50
			5/1/2	00	10	87
		65	1	00	11	63
			2/1	00	03	03
			2/2	00	09	36

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		65	3	00	12	39
			4	00	12	39
			5	00	12	39
		66	2	00	03	03
			3/1	00	09	36
			3/2	00	03	03
			4/1	00	10	87
			4/2	00	01	51
			5	00	12	39
		75	3	00	00	25
			192	00	04	55
			196	00	01	51
			197/2	00	01	77
			587	00	00	50
			588	00	00	50
			589	00	01	26
			598	00	00	50
			600	00	05	81
			602	00	00	50
			603	00	03	79
			604	00	02	02
			620	00	00	50
			681	00	00	50
4. खरक जाटान	110	37	23	00	01	01
		38	3	00	06	32
			4	00	03	54
			5	00	00	25
			6	00	11	38
		39	10	00	02	78
			11	00	12	65
			12	00	09	36

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		39	17	00	00	25
			18	00	13	40
		19/1	00	05		31
		19/2	00	01		26
		23	00	02		02
		24	00	15		68
		25	00	01		51
		56	21/1	00	08	85
			21/2	00	00	50
		21/3	00	03		03
		22/1	00	00		25
		57	1	00	07	84
			8	00	00	50
		9	00	13		66
		10	00	07		08
		12	00	02		02
		13	00	14		92
		14	00	02		53
		16	00	09		10
		17/1	00	03		28
		17/2	00	09		36
		18	00	00		25
		25	00	07		08
		58	5	00	11	38
		63	1	00	02	78
			2/1	00	06	83
		2/2	00	09		10
		3	00	01		77
		7	00	07		08
		8	00	08		85
		रास्ता	00	02		53
		9	00	00		25
		14/1	00	01		01

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		63	14/2	00	11	63
			15	00	05	31
			16	00	12	65
		64	20	00	04	80
			21	00	12	65
			22	00	05	31
		77	20	00	03	54
			21	00	14	67
			22	00	01	51
		78	2	00	12	65
			3	00	05	31
			7	00	05	31
			8	00	12	14
			14	00	12	65
			15	00	04	55
			16	00	12	65
		90	1	00	00	25
			2	00	15	43
			3	00	01	26
			7	00	00	25
			8	00	13	66
			9	00	01	01
			13	00	00	50
			14	00	15	68
			15	00	00	50
			16/1	00	04	80
			16/2	00	11	13
			17/1	00	01	51
			17/2	00	00	25
			25	00	01	77

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	91	20/2	00	00	25	
		21	00	14	92	
		22	00	00	25	
	100	10	00	02	02	
		11	00	11	13	
		12	00	13	40	
		13	00	11	89	
		14	00	00	25	
	101	1	00	03	28	
		2	00	14	42	
		6	00	10	87	
		7	00	13	40	
		8	00	13	40	
		9	00	04	30	
		15	00	02	27	
		223	00	01	77	
		253	00	04	80	
		264	00	00	50	
		279	00	00	25	
		295	00	01	01	
		864	00	00	50	
		873	00	00	50	
		877	00	00	50	
		882	00	02	27	
		887	00	01	01	
		899	00	01	51	
		960	00	01	01	
5. बैन्सी	109	46	19	00	05	81
			20	00	12	14
			22/1	00	06	83
			23	00	12	90
			24/1	00	05	56
			24/2	00	06	57
			25/1	00	00	25
			25/2	00	01	77

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	47	14/1	00	06	07	
		14/2	00	05	81	
		15	00	01	26	
		16	00	10	62	
		17	00	01	26	
		18	00	00	25	
	82	4	00	01	77	
		5/1	00	07	08	
		5/2	00	02	78	
	83	1/1	00	10	12	
		1/2	00	02	78	
		2/1	00	05	81	
		2/2	00	02	27	
		2/3	00	00	25	
		8	00	10	62	
		9/1	00	01	01	
		9/2/1	00	00	50	
		9/2/2	00	02	27	
		13/1/1	00	06	07	
		13/1/2	00	00	25	
		13/2/1	00	00	12	
		13/2/2	00	00	13	
		14/1	00	00	25	
		14/2	00	09	86	
		15/2	00	12	39	
	84	11	00	09	86	
		12/2	00	02	53	
		13	00	06	83	
		14	00	01	77	
		16	00	10	37	
		17	00	07	08	
		18/1	00	04	04	
		19/1	00	00	25	
		20	00	00	25	

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		85	18	00	14	92
		19/1	00	08	60	
		19/2	00	03	79	
		20	00	12	39	
			310	00	10	62
			316	00	03	03
			1018	00	01	01
			1055	00	00	50
			1056	00	05	81
			1120	00	02	27
			1166	00	00	50
			1175	00	00	50
			1177	00	01	01
6. लाखन माजरा	95	194	20	00	00	25
		195	16/1	00	06	83
			16/2	00	04	30
			17	00	08	85
7. खरेन्टी	96	1	25	00	00	25
		2	20	00	03	54
			21	00	07	84
			22	00	12	90
			23	00	08	60
			24	00	00	25
		12	3/2	00	04	04
			4	00	13	15
			5	00	11	89
			6	00	01	26
		11	1/1	00	00	50
			1/2	00	00	50

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		11	8	00	02	78
			9	00	11	89
			10/1	00	12	14
			12	00	00	50
			13	00	10	87
			14	00	13	66
			15	00	05	81
			16/1	00	05	06
			16/2	00	03	03
	10		17	00	00	25
			18	00	06	07
			19	00	12	39
			20	00	12	65
			23	00	06	07
			24	00	12	65
			25	00	12	65
	9		21	00	08	85
			22	00	00	25
	18		1/1	00	04	04
			2/1	00	12	65
			3/1	00	11	63
			3/2	00	01	01
			4	00	12	14
			5/1	00	01	77
			5/2	00	00	75
			5/3	00	00	25
			6	00	11	63
			7	00	01	01
	19		8/2/2	00	01	01
			9/1	00	00	50
			9/2	00	11	13
			10	00	11	63

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		19	12	00	00	75
			13	00	13	40
			14	00	05	31
			16	00	09	86
			17	00	09	86
			25	00	04	55
		20	21/1	00	04	30
			21/2	00	08	34
			22	00	00	25
		27	19	00	02	02
			20/1	00	08	09
			20/2	00	05	81
			21	00	00	25
			22	00	11	63
			23	00	06	32
			24	00	11	89
			25	00	03	28
		28	1	00	02	78
			2/1	00	10	87
			2/2	00	02	78
			3	00	01	77
			7	00	04	04
			8	00	13	66
			9	00	04	25
			14	00	12	14
			15	00	04	80
			16	00	07	33
		42	4/1	00	00	25
			5	00	10	62
		43	1	00	13	66
			2	00	02	78
			7/2	00	03	03

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	43		8 00	12	65	
			9 00	10	62	
			10 00	00	25	
			13/1 00	00	25	
			14 00	10	87	
			15/1 00	02	53	
			15/2 00	10	62	
	44		11 00	03	28	
			18 00	04	30	
			19 00	12	65	
			20 00	07	84	
			23/1 00	08	85	
			24/1 00	13	15	
			24/2 00	00	25	
			25/1 00	04	30	
			25/2 00	00	25	
	47		5/1 00	00	25	
			5/2 00	08	60	
			258 00	09	61	
			274 00	02	53	
			275 00	02	78	
			299 00	01	51	
			303 00	00	50	
			306 00	01	26	
			316 00	00	50	
			317 00	01	51	
			318 00	00	25	
			664 00	01	26	
			677 00	01	01	
			678 00	00	75	
			683 00	00	75	
			684 00	00	50	
			685 00	00	50	

(1)	(2)	(3)	(4)	(5)	(6)	(7)
			690	00	00	50
			748	00	01	01
			749	00	01	01
8. चान्दी	93	160	5	00	00	25
			6	00	04	80
	161	10	00	06	57	
		11	00	12	14	
		12	00	00	75	
		16	00	03	03	
		17/1/1	00	00	25	
		17/1/2/1	00	04	30	
		17/1/2/2	00	04	30	
		17/2	00	03	03	
		17/3	00	01	01	
		18	00	12	90	
		19	00	11	89	
		20	00	00	75	
		24	00	00	50	
		25	00	09	10	
	162	21	00	11	13	
		22/1	00	11	63	
		22/2	00	01	01	
		23/1	00	05	06	
		23/2	00	01	77	
		24	00	00	25	
	182	19	00	01	77	
		20	00	10	87	
		21	00	01	51	
		22/1	00	09	61	
		रास्ता	00	02	02	
		22/2	00	00	25	
		23	00	13	15	
		24	00	02	02	

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		183	11	00	12	65
			12	00	12	65
			13/1	00	04	04
			13/2/2	00	04	80
			14/2	00	00	25
			16	00	12	14
			17	00	12	14
			18/1/1	00	03	79
			18/1/2	00	00	25
			18/2	00	00	25
		184	1	00	10	62
			2	00	01	26
			6/1	00	01	77
			6/2	00	00	25
			7	00	12	90
			8/1	00	05	31
			8/2	00	08	09
			9	00	11	63
			10	00	02	27
			14/1	00	00	25
			15	00	09	61
		185	2	00	00	25
			3	00	06	07
			4	00	12	65
			5	00	12	90
		193	3	00	00	25
			4/1	00	08	34
			4/2	00	03	79
			5	00	09	61
			6	00	03	03
		194	3	00	00	75
			7	00	11	38

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		194	8	00	11	13
			9	00	10	37
			10	00	14	42
			12	00	02	53
			14	00	06	07
			15	00	09	86
			16	00	07	08
		195	20	00	08	34
			21	00	07	59
			22	00	09	10
		205	20	00	05	31
			21	00	10	12
			22	00	06	32
		206	2	00	08	09
			3	00	07	84
			7	00	06	57
			8	00	09	10
			14	00	08	60
			15/1	00	06	07
			15/2	00	00	25
			16/1	00	08	34
		222	16/2	00	01	26
			2	00	09	36
			3	00	04	30
			रास्ता	00	00	50
			4	00	03	54
			6	00	11	38
			7	00	11	38
			8	00	00	50
			15	00	00	25
		223	10/1	00	00	25
			10/2	00	02	27
			11	00	11	83
			12/1	00	08	09
			12/2	00	04	55
			13/2	00	03	03
			17	00	12	90
			18	00	10	87
			19/1	00	00	25
			24	00	00	25
			25/1	00	00	25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		223	376	00	07	08
			381	00	05	56
			400	00	02	53
			429	00	01	77
			432	00	01	26
			480	00	00	50
			497	00	01	77
			506	00	01	26
			915	00	01	01
			933	00	01	01
			938	00	00	50
			965	00	02	02

[फा. सं. आर-31015/6/2009-ओ.आर.-II]

ए. गोस्वामी, अबर सचिव

New Delhi, the 9th September, 2009

S. O. 2489.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas, published in the Gazette of India vide number S.O. 1180 dated the 28th April 2009, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to this notification for the purpose of laying pipeline for the transportation of Petroleum Products from Raman Mandi in the State of Punjab to Bahadurgarh in the State of Haryana by the Hindustan Petroleum Corporation Limited for implementing the "GGSR Products Evacuation Project pipeline from Raman Mandi to Bahadurgarh" in Tehsil Maham, District Rohtak, in Haryana State;

And whereas, copies of the said gazette notification were made available to the public on 26.06.2009.

And whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act, has submitted his report to the Central Government.

And whereas, the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is acquired;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of users in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Hindustan Petroleum Corporation Limited free from all encumbrances.

SCHEDULE

Tehsil : MAHAM		District : ROHTAK		State : HARYANA		
Name of Village	Hadbast No.	Mustatil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1. FARMANA KHAS	113	12	6	00	08	09
			7	00	08	09
			8	00	00	25
			15	00	05	81
		13	11	00	13	66
			12	00	07	33
			17	00	06	07
			18/1	00	08	09
			18/2	00	02	78
			19/1	00	06	32
			24	00	07	33
			25	00	13	66
		14	21	00	05	81
		20	21	00	00	25
		21	12	00	04	04
			17	00	02	02
			18	00	13	66
			19	00	10	12
			23	00	00	50
			24	00	11	63
			25	00	12	65
		22	1	00	07	84
			2/2	00	12	65
			3	00	05	31
			6	00	03	03
			7	00	13	66
			8/1	00	08	60

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		22	14	00	00	25
			15	00	01	01
		34	5	00	00	50
		35	1	00	11	13
			2	00	11	89
			3	00	01	26
			6	00	00	75
			7	00	11	63
			8	00	12	65
			9	00	01	01
			14	00	01	01
			15	00	11	63
		36	11	00	11	63
			12	00	00	50
			17	00	00	50
			18	00	09	61
			19	00	11	89
			20	00	01	77
			23	00	02	27
			24	00	13	66
			25	00	11	13
		37	21	00	00	50
		41	11	00	01	26
			19/1	00	05	56
			19/2	00	01	51
			20	00	13	15
			22	00	08	09
			23	00	12	39
			24	00	00	25
		42	1	00	13	66
			2	00	10	87

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		42	3	00	00	25
			6/3	00	00	25
			7	00	10	37
			8	00	13	91
			9	00	02	53
			14/1	00	00	25
			14/2	00	02	78
			15	00	14	67
			16	00	00	25
		43	5	00	02	27
		62	3	00	01	26
			4	00	14	67
			5	00	01	77
			6	00	13	66
			7	00	00	25
		63	10	00	05	81
			11	00	08	85
			12	00	11	38
			13	00	00	25
			17	00	01	01
			18	00	14	42
			19/1	00	03	54
			23/1	00	00	13
			23/2	00	00	12
			24	00	13	66
			25	00	06	07
		65	1	00	10	12
			9	00	12	90
			10/1	00	04	30
		66	5/1	00	07	08
			5/2	00	01	01
			416	00	21	50
			457	00	02	02

(1)	(2)	(3)	(4)	(5)	(6)	(7)
			458	00	02	78
			459	00	03	54
			1553	00	00	75
			1555	00	00	50
			1559	00	01	77
			1563	00	01	01
			1564	00	00	75
			1565	00	00	75
			1566	00	01	51
			1567	00	00	75
			1570	00	01	51
2. FARMANA BADSHAPUR	112	7	8/2	00	00	25
			13	00	14	42
			14/3	00	04	30
			16	00	09	36
			17	00	10	62
			18/1	00	00	25
			25	00	05	31
	6	21	00	13	66	
			22	00	01	26
	10	1	00	01	01	
		2	00	13	91	
		3	00	05	56	
		7	00	11	13	
		8/1	00	09	36	
		14/1	00	00	25	
		14/2	00	04	30	
		15/1	00	12	90	
		15/2	00	00	25	
		16	00	00	25	
	11	11	00	02	02	
		19	00	06	07	

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	11	20	00	13	40	
		22	00	08	60	
		23	00	10	62	
	16	3	00	04	30	
	4/1	00	06	32		
	4/2	00	07	59		
	5	00	01	01		
	6	00	14	42		
	7/1	00	01	01		
	15	10	00	03	03	
		11	00	10	87	
		12	00	08	34	
		17	00	00	25	
		18	00	12	14	
		19	00	07	08	
		23	00	03	79	
		24	00	14	42	
		25	00	01	01	
	25	4	00	02	53	
		119	00	01	77	
		592	00	01	51	
3. GUGAHERI	111	47	5	00	09	86
		48	1	00	08	34
			8	00	02	53
		9/1	00	02	02	
		9/2	00	12	39	
		10/1	00	04	80	
		10/2	00	01	01	
		12/1	00	00	25	
		13	00	12	14	
		14	00	08	34	

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		48	16	00	14	67
			17	00	04	30
			25/1	00	00	25
		49	20	00	03	28
			21	00	10	87
			22/2	00	01	01
			22/3	00	09	86
			23/1	00	00	25
		58	21	00	12	65
			22	00	12	14
			23	00	04	55
		59	21/1	00	10	12
			21/2	00	02	53
			22	00	12	65
			23/1	00	12	65
			24/1	00	05	31
			24/2	00	05	31
			25	00	12	65
		60	16	00	00	25
			17/1	00	00	25
			17/2	00	03	28
			18	00	08	09
			19	00	12	65
			20/1	00	06	07
			20/2	00	05	81
			23/1	00	01	26
			24/1/1	00	06	32
			Cart Track	00	00	50
			25	00	10	62
		61	11	00	00	25
			16/1	00	06	57
			16/2/2	00	06	57

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		61	17/1	00	12	65
			18	00	12	65
			19	00	13	91
			20	00	07	84
		62	11/1	00	11	13
			11/2	00	01	26
			12	00	12	39
			13/2	00	09	61
			14	00	06	83
			15/1	00	01	26
			15/2	00	01	26
			16	00	06	83
			17/1	00	04	80
			18/1	00	00	75
		63	1/1	00	06	07
			1/2	00	06	07
			2	00	12	39
			3	00	12	65
			4/1	00	05	06
			4/2	00	00	50
			7/1	00	04	30
			7/2/1	00	00	25
			7/2/2	00	03	28
			14	00	05	56
			15/2	00	12	90
		64	1	00	12	39
			2	00	12	39
			3	00	12	39
			4/1	00	11	63
			4/2	00	00	50
			5/1/1	00	00	50
			5/1/2	00	10	87
		65	1	00	11	63
			2/1	00	03	03
			2/2	00	09	36

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		65	3	00	12	39
			4	00	12	39
			5	00	12	39
		66	2	00	03	03
			3/1	00	09	36
			3/2	00	03	03
			4/1	00	10	87
			4/2	00	01	51
			5	00	12	39
		75	3	00	00	25
			192	00	04	55
			196	00	01	51
			197/2	00	01	77
			587	00	00	50
			588	00	00	50
			589	00	01	26
			598	00	00	50
			600	00	05	81
			602	00	00	50
			603	00	03	79
			604	00	02	02
			620	00	00	50
			681	00	00	50
4. KHARAK JATAN	110	37	23	00	01	01
		38	3	00	06	32
			4	00	03	54
			5	00	00	25
			6	00	11	38
		39	10	00	02	78
			11	00	12	65
			12	00	09	36

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		39	17	00	00	25
			18	00	13	40
			19/1	00	05	31
			19/2	00	01	26
			23	00	02	02
			24	00	15	68
			25	00	01	51
		56	21/1	00	08	85
			21/2	00	00	50
			21/3	00	03	03
			22/1	00	00	25
		57	1	00	07	84
			8	00	00	50
			9	00	13	66
			10	00	07	08
			12	00	02	02
			13	00	14	92
			14	00	02	53
			16	00	09	10
			17/1	00	03	28
			17/2	00	09	36
			18	00	00	25
			25	00	07	08
		58	5	00	11	38
		63	1	00	02	78
			2/1	00	06	83
			2/2	00	09	10
			3	00	01	77
			7	00	07	08
			8	00	08	85
		Cart Track	00	02	53	
			9	00	00	25
			14/1	00	01	01

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	63	14/2	00	11	63	
		15	00	05	31	
		16	00	12	65	
	64	20	00	04	80	
		21	00	12	65	
		22	00	05	31	
	77	20	00	03	54	
		21	00	14	67	
		22	00	01	51	
	78	2	00	12	65	
		3	00	05	31	
		7	00	05	31	
		8	00	12	14	
		14	00	12	65	
		15	00	04	55	
		16	00	12	65	
	90	1	00	00	25	
		2	00	15	43	
		3	00	01	26	
		7	00	00	25	
		8	00	13	66	
		9	00	01	01	
		13	00	00	50	
		14	00	15	68	
		15	00	00	50	
		16/1	00	04	80	
		16/2	00	11	13	
		17/1	00	01	51	
		17/2	00	00	25	
		25	00	01	77	

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		91	20/2	00	00	25
			21	00	14	92
			22	00	00	25
	100		10	00	02	02
			11	00	11	13
			12	00	13	40
			13	00	11	89
			14	00	00	25
	101		1	00	03	28
			2	00	14	42
			6	00	10	87
			7	00	13	40
			8	00	13	40
			9	00	04	30
			15	00	02	27
		223		00	01	77
		253		00	04	80
		264		00	00	50
		279		00	00	25
		295		00	01	01
		864		00	00	50
		873		00	00	50
		877		00	00	50
		882		00	02	27
		887		00	01	01
		899		00	01	51
		960		00	01	01
5. BAINSI	109	46	19	00	05	81
			20	00	12	14
			22/1	00	06	83
			23	00	12	90
			24/1	00	05	56
			24/2	00	06	57
			25/1	00	00	25
			25/2	00	01	77

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		47	14/1	00	06	07
			14/2	00	05	81
			15	00	01	26
			16	00	10	62
			17	00	01	26
			18	00	00	25
		82	4	00	01	77
			5/1	00	07	08
			5/2	00	02	78
		83	1/1	00	10	12
			1/2	00	02	78
			2/1	00	05	81
			2/2	00	02	27
			2/3	00	00	25
			8	00	10	62
			9/1	00	01	01
			9/2/1	00	00	50
			9/2/2	00	02	27
			13/1/1	00	06	07
			13/1/2	00	00	25
			13/2/1	00	00	12
			13/2/2	00	00	13
			14/1	00	00	25
			14/2	00	09	86
			15/2	00	12	39
		84	11	00	09	86
			12/2	00	02	53
			13	00	06	83
			14	00	01	77
			16	00	10	37
			17	00	07	08
			18/1	00	04	04
			19/1	00	00	25
			20	00	00	25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		85	18 00	14	92	
			19/1 00	08	60	
			19/2 00	03	79	
			20 00	12	39	
			310 00	10	62	
			316 00	03	03	
			1018 00	01	01	
			1055 00	00	50	
			1056 00	05	81	
			1120 00	02	27	
			1166 00	00	50	
			1175 00	00	50	
			1177 00	01	01	
6. LAKHAN MAJRA	95	194	20 00	00	25	
		195	16/1 00	06	83	
			16/2 00	04	30	
			17 00	08	85	
7. KHAREANTI	96	1	25	00	25	
		2	20 00	03	54	
			21 00	07	84	
			22 00	12	90	
			23 00	08	60	
			24 00	00	25	
		12	3/2 00	04	04	
			4 00	13	15	
			5 00	11	89	
			6 00	01	26	
		11	1/1 00	00	50	
			1/2 00	00	50	

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		11	8	00	02	78
			9	00	11	89
			10/1	00	12	14
			12	00	00	50
			13	00	10	87
			14	00	13	66
			15	00	05	81
			16/1	00	05	06
			16/2	00	03	03
		10	17	00	00	25
			18	00	06	07
			19	00	12	39
			20	00	12	65
			23	00	06	07
			24	00	12	65
			25	00	12	65
		9	21	00	08	85
			22	00	00	25
		18	1/1	00	04	04
			2/1	00	12	65
			3/1	00	11	63
			3/2	00	01	01
			4	00	12	14
			5/1	00	01	77
			5/2	00	00	75
			5/3	00	00	25
			6	00	11	63
			7	00	01	01
		19	8/2/2	00	01	01
			9/1	00	00	50
			9/2	00	11	13
			10	00	11	63

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		19	12	00	00	75
			13	00	13	40
			14	00	05	31
			16	00	09	86
			17	00	09	86
			25	00	04	55
		20	21/1	00	04	30
			21/2	00	08	34
			22	00	00	25
		27	19	00	02	02
			20/1	00	08	09
			20/2	00	05	81
			21	00	00	25
			22	00	11	63
			23	00	06	32
			24	00	11	89
			25	00	03	28
		28	1	00	02	78
			2/1	00	10	87
			2/2	00	02	78
			3	00	01	77
			7	00	04	04
			8	00	13	66
			9	00	00	25
			14	00	12	14
			15	00	04	80
			16	00	07	33
		42	4/1	00	00	25
			5	00	10	62
		43	1	00	13	66
			2	00	02	78
			7/2	00	03	03

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	43	8	00	12	65	
		9	00	10	62	
		10	00	00	25	
		13/1	00	00	25	
		14	00	10	87	
		15/1	00	02	53	
		15/2	00	10	62	
	44	11	00	03	28	
		18	00	04	30	
		19	00	12	65	
		20	00	07	84	
		23/1	00	08	85	
		24/1	00	13	15	
		24/2	00	00	25	
		25/1	00	04	30	
		25/2	00	00	25	
	47	5/1	00	00	25	
		5/2	00	08	60	
		258	00	09	61	
		274	00	02	53	
		275	00	02	78	
		299	00	01	51	
		303	00	00	50	
		306	00	01	26	
		316	00	00	50	
		317	00	01	51	
		318	00	00	25	
		664	00	01	26	
		677	00	01	01	
		678	00	00	75	
		683	00	00	75	
		684	00	00	50	
		685	00	00	50	

(1)	(2)	(3)	(4)	(5)	(6)	(7)
			690	00	00	50
			748	00	01	01
			749	00	01	01
8. CHANDI	93	160	5	00	00	25
			6	00	04	80
		161	10	00	06	57
			11	00	12	14
			12	00	00	75
			16	00	03	03
			17/1/1	00	00	25
			17/1/2/1	00	04	30
			17/1/2/2	00	04	30
			17/2	00	03	03
			17/3	00	01	01
			18	00	12	90
			19	00	11	89
			20	00	00	75
			24	00	00	50
			25	00	09	10
	162	21	00	11	13	
		22/1	00	11	63	
		22/2	00	01	01	
		23/1	00	05	06	
		23/2	00	01	77	
		24	00	00	25	
	182	19	00	01	77	
		20	00	10	87	
		21	00	01	51	
		22/1	00	09	61	
		Cart Track	00	02	02	
		22/2	00	00	25	
		23	00	13	15	
		24	00	02	02	

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		183	11	00	12	65
			12	00	12	65
			13/1	00	04	04
			13/2/2	00	04	80
			14/2	00	00	25
			16	00	12	14
			17	00	12	14
			18/1/1	00	03	79
			18/1/2	00	00	25
			18/2	00	00	25
		184	1	00	10	62
			2	00	01	26
			6/1	00	01	77
			6/2	00	00	25
			7	00	12	90
			8/1	00	05	31
			8/2	00	08	09
			9	00	11	63
			10	00	02	27
			14/1	00	00	25
			15	00	09	61
		185	2	00	00	25
			3	00	06	07
			4	00	12	65
			5	00	12	90
		193	3	00	00	25
			4/1	00	08	34
			4/2	00	03	79
			5	00	09	61
			6	00	03	03
		194	3	00	00	75
			7	00	11	38

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		194	8	00	11	13
			9	00	10	37
			10	00	14	42
			12	00	02	53
			14	00	06	07
			15	00	09	86
			16	00	07	08
		195	20	00	08	34
			21	00	07	59
			22	00	09	10
		205	20	00	05	31
			21	00	10	12
			22	00	06	32
		206	2	00	08	09
			3	00	07	84
			7	00	06	57
			8	00	09	10
			14	00	08	60
			15/1	00	06	07
			15/2	00	00	25
			16/1	00	08	34
			16/2	00	01	26
		222	2	00	09	36
			3	00	04	30
		Cart Track	00	00	50	
			4	00	03	54
			6	00	11	38
			7	00	11	38
			8	00	00	50
			15	00	00	25
		223	10/1	00	00	25
			10/2	00	02	27

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	223		11	00	11	63
			12/1	00	08	09
			12/2	00	04	55
			13/2	00	03	03
			17	00	12	90
			18	00	10	87
			19/1	00	00	25
			24	00	00	25
			25/1	00	00	25
				376	00	07
				381	00	05
				400	00	02
				429	00	01
				432	00	01
				480	00	00
				497	00	01
				506	00	01
				915	00	01
				933	00	01
				938	00	00
				965	00	02

[F. No. R-31015/6/2009-O.R.-II]

A. GOSWAMI, Under Secy

नई दिल्ली, 10 सितम्बर, 2009

का. आ. 2490.—केन्द्रीय सरकार, पैट्रोलियम और खनिज पाइपलाइन्स (गृष्म में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए पैट्रोलियम और प्राकृतिक गैस मंत्रालय भारत सरकार की अधिसूचना का. आ. 1302 दिनांक 12 मई 2009 भारत के गजपत्र दिनांक 16 मई 2009 में प्रकाशित अधिसूचना में निम्नलिखित संशोधन करती है।

पृष्ठ संख्या 2553 तहसील हांसी कॉलम (1), लाईन 25 गांव का नाम वाम की जगह गांव वास वादशाहपुर पढ़ा जाये।
पृष्ठ संख्या 2553 तहसील हांसी कॉलम (2), लाईन 25 हदवस्त मंख्या 95 की जगह हदवस्त संख्या 97 पढ़ा जाये।

[फा. सं. आर-31015/10/2009-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 10th September, 2009

S. O. 2490.—In exercise of the powers conferred by Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments to the Ministry of Petroleum and Natural Gas Government of India notification No. S.O 1302 dated 12 May 2009 published in the Gazette of India dated 16 May 2009 as under namely;

At page 2565, Tehsil Hansi in column (1), Line 25, Name of Village Bas may be read as Village Bas Badshapur.

At page 2565, Tehsil Hansi in column (2), Line 25, Hadbast No. 95 may be read as Hadbast No. 97.

[F. No. R-31015/10/2009-O.R.-II]

A. GOSWAMI, Under Secy

नई दिल्ली, 10 सितम्बर, 2009

का. अ. 2491.—केन्द्रीय सरकार, पैट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए पैट्रोलियम और प्राकृतिक गैस मंत्रालय भारत सरकार की अधिसूचना का. आ. 1303 दिनांक 12 मई 2009 भारत के राजपत्र दिनांक 16 मई 2009 में प्रकाशित अधिसूचना में निम्नलिखित संशोधन करती है।

पृष्ठ संख्या 2585 गांव फलता मालुका कालेंग (3), लाईन 9 मुस्ततिल नम्बर 257 की जगह मुस्ततिल नम्बर 255 पढ़ा जाये।

पृष्ठ संख्या 2590 गांव हिरके कालेंग (3), लाईन 17 मुस्ततिल नम्बर 71 की जगह मुस्ततिल नम्बर 70 पढ़ा जाये।

पृष्ठ संख्या 2590 गांव हिरके कालेंग (3), लाईन 19 मुस्ततिल नम्बर 72 की जगह मुस्ततिल नम्बर 71 पढ़ा जाये।

पृष्ठ संख्या 2590 गांव हिरके कालेंग (3), लाईन 20 मुस्ततिल नम्बर 73 की जगह मुस्ततिल नम्बर 72 पढ़ा जाये।

[फा. सं. आर-31015/11/2009-ओ.आर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 10th September, 2009

S.O. 2491.—In exercise of the powers conferred by Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments to the Ministry of Petroleum and Natural Gas Government of India notification No. S.O 1303 dated 12 May 2009 published in the Gazette of India dated 16 May 2009 as under namely;

At page 2606, Village Fatta Maluka in column (3), Line 9, Mustatil No. 257 may be read as Mustatil No. 255.

At page 2611, Village Hirke in column (3), Line 17, Mustatil No. 71 may be read as Mustatil No.70.

At page 2611, Village Hirke in column (3), Line 19, Mustatil No. 72 may be read as Mustatil No.71.

At page 2611, Village Hirke in column (3), Line 20, Mustatil No. 73 may be read as Mustatil No.72.

[F. No. R-31015/11/2009-O.R.-II]
A. GOSWAMI, Under Secy

नई दिल्ली, 11. सितम्बर, 2009

का. आ. 2492.—भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि, मैसर्स रिलायंस गैस ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड की काकीनाडा-हैदराबाद-उरान-अहमदाबाद ट्रंक गैस पाइपलाइन के आन्ध्र प्रदेश में विजयवाड़ा स्थित टैप ऑफ प्वाइंट से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा विजयवाड़ा-नैल्लूर-चैन्नई पाइपलाइन बिछाई जानी चाहिए;

और, भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, भारत सरकार, पैट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उप-धारा (1) के अधीन जारी की गई अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इककीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में, श्री एम.ए. गफार, सक्षम प्राधिकारी, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड, न. 59-1-18/3, मैरिस स्टेला कॉलेज के सामने की रोड़ में, बस रुट नं.5, रामचन्द्रा नगर, विजयवाड़ा-520008, कृष्णा जिला, आन्ध्रप्रदेश राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मंडल/ तेहसिल/ तालुक : कोल्लूर		जिला : गुन्दूर		राज्य : आन्ध्र प्रदेश		
गाँव का नाम	सर्वे सं. / सब डिविजन सं.	आर.ओ.यू. अर्जित करने के लिए अतिपत्ति				
		हेक्टेयर	एयर	सि एयर		
1	2	3	4	5		
1) गाजुल्लंका	33	00	32	35		
	34	00	19	84		
	35	00	65	06		
	41	00	26	53		
	42	00	03	42		
	43	00	16	71		
	44	00	82	29		
	46	00	46	88		
	54	00	19	74		
2) ईपुरु	106	00	06	21		
	107	00	24	49		
	108	00	11	60		
	120	00	18	28		
	338	00	24	65		
	339	00	14	11		
	340	00	01	37		
	341	00	10	16		
	343	00	31	26		
	344	00	33	17		
	345	00	21	68		
	346	00	03	27		
	349	00	44	39		
	350	00	12	76		
	351	00	19	34		
	352	00	70	56		
	402	00	50	23		
	गट नंबर 402 में कृष्णा नदी	00	96	67		
	453	00	33	78		
	455	00	29	25		
	456	00	25	91		
	465	00	24	36		
	467	00	19	18		
	469	00	43	54		
	470	00	05	34		
	471	00	04	37		
	565	00	14	42		
	गट नंबर 565 में कृष्णा नदी	00	08	40		

1	2	3	4	5
3) विल्युत्तम	78	00	11	44
	79	00	30	83
	80	00	10	17
	81	00	25	70
	82	00	05	28
	84	00	42	02
	95	00	86	31
	96	00	13	41
	99	00	00	10
	100	00	42	06
	102	00	95	16
	121	00	10	63
	122	00	17	05
	गट नंबर 122 में नदी	00	09	17
	130	00	24	67
	132	00	06	00
	133	00	02	14
4) अनन्तावरम	350	00	10	60
	356	00	39	77
	357	00	29	70
	358	00	11	32
	359	00	08	84
	360	00	72	06
	361	00	17	74
	370	00	10	75
	371	00	21	68
	374	00	08	57
	377	00	41	20
	378	00	37	09
	379	00	00	42
	405	00	00	45
	406	00	84	83
	407	00	37	92
	408	00	06	78
	409/ए	00	33	34
	409/बी	00	21	90
	410/बी	00	08	80
	413	00	21	26
	414	00	17	64

1	2	3	4	5
4) अनन्तावरम (निरंतर)	538	00	05	72
मंडल/ तेहसिल/ तालुक व वेमूर	जिला शुन्हूर	राज्य व आन्ध्र प्रदेश		
1) कुचल्लापाड़	238	00	15	00
	248	00	31	30
	32	00	13	17
	55	00	31	05
	61	00	38	56
	62	00	62	34
	63	00	60	59
	64वी	00	32	99
	66वी	00	21	64
	67	00	02	01
	69	00	20	74
	126	00	28	88
	127	00	54	73
	129	00	30	00
	130	00	46	94
	133	00	14	49
	237ए	00	07	15
	243	00	23	65
	244	00	02	01
	245	00	49	99
	246	00	27	34
	247	00	06	09
	251	00	00	28
2) वराहपुरम	1	00	08	25
	21	00	06	00
	27	00	08	32
	28	00	32	66
	29	00	32	00
	33	00	48	46
	34	00	00	10
	35	00	52	31
	36	00	08	08
	42	00	39	80
	43	00	00	80
	44	00	00	10
	46	00	05	90
	47	00	00	32
	48	00	40	86

1	2	3	4	5
2) वराहपुरम (निरंतर)	49	00	57	96
	50	00	00	53
	55	00	11	15
	79	00	00	16
	80	00	52	07
	83	00	37	20
3) वेसूर	39	00	37	86
	40	00	16	00
	41	00	11	23
	42/ए	00	08	38
	42/झी	00	13	96
	56	00	08	02
	59	00	42	49
	63	00	17	17
	66	00	01	95
	67	00	37	89
	70	00	14	20
	71	00	21	40
	72	00	00	40
	73	00	53	09
	74	00	23	67
	75	00	03	81
	80/ए	00	01	26
	81/ए	00	00	99
	82	00	00	10
	292	00	04	97
	296	00	09	77
	297	00	00	10
	298	00	48	71
	299	00	17	17
	300	00	07	04
	301	00	02	34
	303	00	08	29
	गट नंबर 303 में रोड	00	02	00
	306	00	27	77
	307	00	35	87
	310	00	50	05
	342	00	14	79
	343	00	28	35

1	2	3	4	5
3) वेपूर (निरंतर)	344	00	26	10
	486	00	18	39
	487	00	25	57
	499	00	03	46
	501	00	40	45
	502	00	37	16
	509	00	04	24
	510	00	54	27
	511	00	04	88
	515	00	04	37
	516	00	42	48
	517	00	08	21
	593	00	29	63
	596	00	32	68
	597/ए	00	00	12
	598/ए	00	01	77
	598/बी	00	22	44
	612	00	06	38
	613	00	24	53
	615	00	52	93
	618	00	07	60
	619	00	77	30
	624	00	00	10
	625	00	38	41
	628/बी	00	03	93
	629	00	31	16
	633	00	27	71
	634	00	50	38
	639	00	25	32
	640	00	08	72
	655	00	10	99
	656	00	17	18
	663	00	06	60
	672	00	19	47
	678	00	08	32
	681	00	16	77
	682	00	18	37
	683	00	15	84
	685	00	03	67

1	2	3	4	5
3) बेगूर (निरंतर)	686	00	47	95
	687	00	03	30
	1316	00	07	01
	1317	00	00	39
	1335	00	03	21
	1336	00	10	89
4) घेरावली	गट नंबर 795 में नाला	00	04	60
	846	00	02	60
	847	00	27	71
	848	00	28	75
	852	00	05	55
	853	00	30	09
	854	00	23	65
	855	00	11	45
	856	00	21	34
	857	00	14	95
	858	00	12	58
	859	00	12	28
	गट नंबर 860 में नाला	00	03	76
	912	00	19	28
	1400	00	06	95
	1498	00	21	62
	1501	00	43	60
	1502	00	00	36
	1503	00	01	43
	1504	00	05	27
	1505	00	61	51
	1506	00	00	33
	1511	00	11	00
	1512	00	06	65
	1514	00	05	59
	1519	00	01	38
	1520	00	41	15
	1525	00	01	31
	गट नंबर 1525 में नाला	00	02	04
	1527	00	36	89
	1528	00	02	52
	1529	00	50	79
	1566	00	08	12

1	2	3	4	5
4) ऐरावती (निरंतर)	1569	00	46	24
	1570	00	11	48
	1571	00	21	83
	1572	00	37	56
	1574	00	39	65
	1575	00	02	21
	1592	00	26	66
	1593	00	25	67
	1597	00	18	67
	1598	00	12	96
	1600	00	10	58
गट नंबर 1600 में संदरा पापव्या टैंक		00	16	69
	1602	00	01	68
गट नंबर 1602 में रस्ता		00	08	83
	1603	00	16	00
	1604	00	37	90
	1608	00	39	61

मंडल/ तेहसिल/ तालुक अमरथालूर	ज़िला इग्नूरूर	राज्य :आन्ध्र प्रदेश		
1) अमरथालूर	424	00	01	76
	425	00	09	00
	426	00	55	93
	427	00	07	10
	439	00	41	82
	444	00	05	50
	445	00	03	32
	446	00	33	30
	447	00	45	74
	448	00	22	43
	449	00	13	88
	460	00	09	71
	461	00	44	81
	462	00	08	13
	463	00	03	25
	468	00	13	59
	477	00	29	26
	478	00	56	56
	479/ए	00	38	11
	479/बी	00	05	55
	481/बी	00	26	12
	482	00	15	42

1	2	3	4	5
1) अमरथालूल (निरंतर)	483	00	44	81
	484	00	00	33
	512	00	08	15
	858	00	00	10
	868	00	38	63
	869	00	22	86
	870	00	22	58
	871	00	07	79
	872	00	19	15
	873	00	19	89
	882	00	10	64
	883	00	17	64
	892	00	35	20
	893	00	33	91
	896	00	32	59
	897	00	07	78
	898	00	07	60
	952	00	00	10
	953	00	49	53
	954	00	09	94
	955	00	21	67
	956	00	14	15
	957	00	29	92
	960	00	01	76
	965	00	07	49
	967	00	30	61
	968	00	31	83
	975	00	13	44
	991	00	14	19
	992	00	00	41
	994	00	46	38
	995	00	14	99
	1003	00	13	32
	1004	00	54	41
	1005	00	00	31
	1011	00	22	26
	1012	00	12	87
	1013	00	45	15
	1014	00	00	10

1	2	3	4	5
1) अमरगढ़ (निरंतर)	1015 1016 1017 1018 1144	00 00 00 00 00	11 29 40 28 05	52 87 00 14 43
2) गोवाड़ा	429 434 436 437 438 439 440 442 443 444 445 446 448 451 453 454 455 458ए 482 502 504 505 507 1201 1202	00 00	31 15 10 03 57 20 13 18 02 24 27 17 33 01 01 36 44 00 19 74 16 32 23 00 04	86 58 96 23 93 93 77 26 56 10 24 28 54 71 46 72 60 50 90 06 75 53 05 26 50
3) यलावर्स	175 176 177 178 गट नंबर 180 वें रास्ता 297/वी 298/वी 299/ए 299/वी	00 00 00 00 00 00 00 00 00	25 05 31 06 05 01 06 06 01	19 09 88 47 06 79 63 35 02

1	2	3	4	5
3) यलावरु (निरंतर)				
306	00	02	79	
307	00	03	89	
308	00	36	98	
309	00	19	95	
310	00	22	99	
332	00	02	64	
333	00	09	39	
335	00	31	61	
351	00	42	68	
352	00	43	90	
356	00	26	18	
357	00	26	67	
गट नंबर 358 में रास्ता	00	07	26	
360	00	64	75	
401	00	59	99	
402	00	20	52	
गट नंबर 403 में रास्ता	00	09	99	
453	00	03	19	
4) ईन्दुर	गट नंबर 318 और 305वी के बीच में रास्ता	00	03	67
128	00	08	33	
130	00	28	47	
131	00	34	23	
154	00	32	28	
155	00	37	11	
156	00	16	28	
159	00	82	39	
172	00	04	46	
185	00	16	68	
187	00	51	26	
188	00	10	46	
190	00	21	24	
191	00	24	14	
192	00	03	16	
212	00	00	48	
213	00	02	53	
214	00	48	71	
216	00	09	15	
217	00	28	29	
218	00	15	29	

1	2	3	4	5
4) ईन्डुर (मिरंतर)	219	00	02	11
	234	00	32	03
	296	00	08	55
	301	00	38	29
	302	00	12	77
	304ए	00	34	74
	305ए	00	15	03
	305बी	00	05	20
	315	00	05	36
	316ए	00	18	11
	316बी	00	00	22
	317ए	00	11	88
	317बी	00	25	97
	318	00	59	45
	330ए	00	45	72
	330बी	00	01	52
	331	00	77	20
	332	00	01	94
	343	00	04	12
	344	00	61	90
	345	00	51	24
	738	00	26	43
	740	00	18	05
	742	00	08	29
	743	00	12	74
	744	00	04	35
	747	00	03	70
	748	00	28	42
	749	00	19	12
	750	00	12	95
	752	00	39	31
	753	00	01	57
	754	00	04	29
	755	00	23	99
	756	00	49	72
	770	00	50	49
	780	00	42	60
	784	00	73	42
	786ए	00	11	75

1	2	3	4	5
4) इंदुर (निरंतर)	787	00	30	29
	788वी	00	37	22
	789वी	00	10	52
	791	00	07	91
	852	00	26	97
	859	00	19	34
	860	00	34	70
	861ए	00	43	69
	864	00	08	85
	865	00	35	87
	875ए	00	03	37
	876	00	37	35
	877	00	01	95
	878	00	25	78
	880ए	00	03	03
	886	00	51	75
	1216	00	13	94
	1218	00	14	69
	1219	00	00	67
	1240	00	06	31

[फा. सं. एल-14014/30/2009-जी.पी.
मनु श्रीवास्तव, निदेशक

New Delhi, the 11th September, 2009

S.O. 2492.—Whereas it appears to the Government of India that it is necessary in public interest that for transportation of natural gas from tap off point of Kakinada-Hyderabad-Uran-Ahmedabad trunk gas pipeline at Vijayawada in Andhra Pradesh of M/s. Reliance Gas Transportation Infrastructure Limited to consumers in various parts of the country, Vijayawada-Nellore-Chennai pipeline should be laid by M/s. Relogistics Infrastructure Limited;

And, whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date of which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of Right of User therein for laying the pipeline under the land to Shri M.A. Gaffar, Competent Authority, Relogistics Infrastructure Limited, House No. 59-1-18/3, Opp Road to Maries Stella college, Bus route No.5, Ramachandra Nagar, Vijayawada-520008, Krishna District, Andhra Pradesh State.

Schedule

Mandal/Tehsil/Taluk:Kolluru		District:Guntur		State:Andhra Pradesh		
Village	Survey No./Sub-Division No.	Area to be acquired for RoU				
1	2	Hec	Are	C-Are		
1) Gazullanka	33	00	32	35		
	34	00	19	84		
	35	00	65	06		
	41	00	26	53		
	42	00	03	42		
	43	00	16	71		
	44	00	82	29		
	46	00	46	88		
	54	00	19	74		
2) Ipuru	106	00	06	21		
	107	00	24	49		
	108	00	11	60		
	120	00	18	28		
	338	00	24	65		
	339	00	14	11		
	340	00	01	37		
	341	00	10	16		
	343	00	31	26		
	344	00	33	17		
	345	00	21	68		
	346	00	03	27		
	349	00	44	39		
	350	00	12	76		
	351	00	19	34		
	352	00	70	56		
	402	00	50	23		
	Krishna River in Gat No.402	00	96	67		
	453	00	33	78		
	455	00	29	25		
	456	00	25	91		
	465	00	24	36		
	467	00	19	18		
	469	00	43	54		
	470	00	05	34		
	471	00	04	37		
	565	00	14	42		
	Krishna River in Gat No.565	00	08	40		

1	2	3	4	5
3) Chikumuru	78	00	11	44
	79	00	30	83
	80	00	10	17
	81	00	25	70
	82	00	05	28
	84	00	42	02
	95	00	86	31
	96	00	13	41
	99	00	00	10
	100	00	42	06
	102	00	95	16
	121	00	10	63
	122	00	17	05
	River in Gat No.122	00	09	17
	130	00	24	67
	132	00	06	00
	133	00	02	14
4) Anantavaram	350	00	10	60
	356	00	39	77
	357	00	29	70
	358	00	11	32
	359	00	08	84
	360	00	72	06
	361	00	17	74
	370	00	10	75
	371	00	21	68
	374	00	08	57
	377	00	41	20
	378	00	37	09
	379	00	00	42
	405	00	00	45
	406	00	84	83
	407	00	37	92
	408	00	06	78
	409/A	00	33	34
	409/B	00	21	90
	410/B	00	08	80
	413	00	21	26
	414	00	17	64

1	2	3	4	5
4) Anantavaram (Contd)	538	00	05	72
Mandal/Tehsil/Taluk:Vemur	District:Guntur	State:Andhra Pradesh		
1) Kuchchallapadu	238	00	15	00
	248	00	31	30
	32	00	13	17
	55	00	31	05
	61	00	38	56
	62	00	62	34
	63	00	60	59
	64B	00	32	99
	66B	00	21	64
	67	00	02	01
	69	00	20	74
	126	00	28	88
	127	00	54	73
	129	00	30	00
	130	00	46	94
	133	00	14	49
	237A	00	07	15
	243	00	23	65
	244	00	02	01
	245	00	49	99
	246	00	27	34
	247	00	06	09
	251	00	00	28
2) Varahapuram	1	00	08	25
	21	00	06	00
	27	00	08	32
	28	00	32	66
	29	00	32	00
	33	00	48	46
	34	00	00	10
	35	00	52	31
	36	00	08	08
	42	00	39	80
	43	00	00	80
	44	00	00	10
	46	00	05	90
	47	00	00	32
	48	00	40	86

1	2	3	4	5
2) Varshapuram (Contd)				
	49	00	57	96
	50	00	00	53
	55	00	11	15
	79	00	00	16
	80	00	52	07
	83	00	37	20
3) Vemur	39	00	37	86
	40	00	16	00
	41	00	11	23
	42/A	00	08	38
	42/B	00	13	96
	56	00	08	02
	59	00	42	49
	63	00	17	17
	66	00	01	95
	67	00	37	89
	70	00	14	20
	71	00	21	40
	72	00	00	40
	73	00	53	09
	74	00	23	67
	75	00	03	81
	80/A	00	01	26
	81/A	00	00	99
	82	00	00	10
	292	00	04	97
	296	00	09	77
	297	00	00	10
	298	00	48	71
	299	00	17	17
	300	00	07	04
	301	00	02	34
	303	00	08	29
	Road in Gat No.303	00	02	00
	306	00	27	77
	307	00	35	87
	310	00	50	05
	342	00	14	79
	343	00	28	35

Continued.....6

1	2	3	4	5
3) Vemur (Contd)				
344		00	26	10
486		00	18	39
487		00	25	57
499		00	03	46
501		00	40	45
502		00	37	16
509		00	04	24
510		00	54	27
511		00	04	88
515		00	04	37
516		00	42	48
517		00	08	21
593		00	29	63
596		00	32	68
597/A		00	00	12
598/A		00	01	77
598/B		00	22	44
612		00	06	38
613		00	24	53
615		00	52	93
618		00	07	60
619		00	77	30
624		00	00	10
625		00	38	41
628/B		00	03	93
629		00	31	16
633		00	27	71
634		00	50	38
639		00	25	32
640		00	08	72
655		00	10	99
656		00	17	18
663		00	06	60
672		00	19	47
678		00	08	32
681		00	16	77
682		00	18	37
683		00	15	84
685		00	03	67

1	2	3	4	5
3) Vemur (Contd)	686	00	47	95
	687	00	03	30
	1316	00	07	01
	1317	00	00	39
	1335	00	03	21
	1336	00	10	89
4) Peravali	Nala in Gat No.795	00	04	60
	846	00	02	60
	847	00	27	71
	848	00	28	75
	852	00	05	55
	853	00	30	09
	854	00	23	65
	855	00	11	45
	856	00	21	34
	857	00	14	95
	858	00	12	58
	859	00	12	28
	Nala in Gat No.860	00	03	76
	912	00	19	28
	1400	00	06	95
	1498	00	21	62
	1501	00	43	60
	1502	00	00	36
	1503	00	01	43
	1504	00	05	27
	1505	00	61	51
	1506	00	00	33
	1511	00	11	00
	1512	00	06	65
	1514	00	05	59
	1519	00	01	38
	1520	00	41	15
	1525	00	01	31
	Nala in Gat No.1525	00	02	04
	1527	00	36	89
	1528	00	02	52
	1529	00	50	79
	1566	00	08	12

1	2	3	4	5
4) Peravali (Contd)	1569	00	46	24
	1570	00	11	48
	1571	00	21	83
	1572	00	37	56
	1574	00	39	65
	1575	00	02	21
	1592	00	26	66
	1593	00	25	67
	1597	00	18	67
	1598	00	12	96
	1600	00	10	58
	Sandara Papaiah Tank in Gat No.1600	00	16	69
	1602	00	01	68
	Cart Track in Gat No.1602	00	08	83
	1603	00	16	00
	1604	00	37	90
	1608	00	39	61

Mandal/Tehsil/Taluk:Amarthaluru	District:Guntur	State:Andhra Pradesh		
1) Amarthaluru	424	00	01	76
	425	00	09	00
	426	00	55	93
	427	00	07	10
	439	00	41	82
	444	00	05	50
	445	00	03	32
	446	00	33	30
	447	00	45	74
	448	00	22	43
	449	00	13	88
	460	00	09	71
	461	00	44	81
	462	00	08	13
	463	00	03	25
	468	00	13	59
	477	00	29	26
	478	00	56	56
	479/A	00	38	11
	479/B	00	05	55
	481/B	00	26	12
	482	00	15	42

1	2	3	4	5
1) Amarthaluru (Contd)				
483		00	44	81
484		00	00	33
512		00	08	15
858		00	00	10
868		00	38	63
869		00	22	86
870		00	22	58
871		00	07	79
872		00	19	15
873		00	19	89
882		00	10	64
883		00	17	64
892		00	35	20
893		00	33	91
896		00	32	59
897		00	07	78
898		00	07	60
952		00	00	10
953		00	49	53
954		00	09	94
955		00	21	67
956		00	14	15
957		00	29	92
960		00	01	76
965		00	07	49
967		00	30	61
968		00	31	83
975		00	13	44
991		00	14	19
992		00	00	41
994		00	46	38
995		00	14	99
1003		00	13	32
1004		00	54	41
1005		00	00	31
1011		00	22	26
1012		00	12	87
1013		00	45	15
1014		00	00	10
1015		00	11	52
1016		00	29	87
1017		00	40	00
1018		00	28	14
1144		00	05	43

1	2	3	4	5
2) Govada	429	00	31	86
	434	00	15	58
	436	00	10	96
	437	00	03	23
	438	00	57	93
	439	00	20	93
	440	00	13	77
	442	00	18	26
	443	00	02	56
	444	00	24	10
	445	00	27	24
	446	00	17	28
	448	00	33	54
	451	00	01	71
	453	00	01	46
	454	00	36	72
	455	00	44	60
	458A	00	00	50
	482	00	19	90
	502	00	74	06
	504	00	16	75
	505	00	32	53
	507	00	23	05
	1201	00	00	26
	1202	00	04	50
3) Yalavarru	175	00	25	19
	176	00	05	09
	177	00	31	88
	178	00	06	47
	Cart Track in Gat No.180	00	05	06
	297/B	00	01	79
	298/B	00	06	63
	299/A	00	06	35
	299/B	00	01	02
	306	00	02	79
	307	00	03	89
	308	00	36	98
	309	00	19	95
	310	00	22	99
	332	00	02	64
	333	00	09	39
	335	00	31	61
	351	00	42	68
	352	00	43	90
	356	00	26	18
	357	00	26	67
	Cart Track in Gat No.358	00	07	26
	360	00	64	75
	401	00	59	99
	402	00	20	52
	Cart Track in Gat No.403	00	09	99
	453	00	03	19

1	2	3	4	5
4) Intur	Cart track between Gat No. 318 & 305B	00	03	67
128		00	08	33
130		00	28	47
131		00	34	23
154		00	32	28
155		00	37	11
156		00	16	28
159		00	82	39
172		00	04	46
185		00	16	68
187		00	51	26
188		00	10	46
190		00	21	24
191		00	24	14
192		00	03	16
212		00	00	48
213		00	02	53
214		00	48	71
216		00	09	15
217		00	28	29
218		00	15	29
219		00	02	11
234		00	32	03
296		00	08	55
301		00	38	29
302		00	12	77
304A		00	34	74
305A		00	15	03
305B		00	05	20
315		00	05	36
316A		00	18	11
316B		00	00	22
317A		00	11	88
317B		00	25	97
318		00	59	45
330A		00	45	72
330B		00	01	52
331		00	77	20
332		00	01	94
343		00	04	12
344		00	61	90
345		00	51	24
738		00	26	43

1	2	3	4	5
4) Inter (Contd.)	740	00	18	05
	742	00	08	29
	743	00	12	74
	744	00	04	35
	747	00	03	70
	748	00	28	42
	749	00	19	12
	750	00	12	95
	752	00	39	31
	753	00	01	57
	754	00	04	29
	755	00	23	99
	756	00	49	72
	770	00	50	49
	780	00	42	60
	784	00	73	42
	786A	00	11	75
	787	00	30	29
	788B	00	37	22
	789B	00	10	52
	791	00	07	91
	852	00	26	97
	859	00	19	34
	860	00	34	70
	861A	00	43	69
	864	00	08	85
	865	00	35	87
	875A	00	03	37
	876	00	37	35
	877	00	01	95
	878	00	25	78
	880A	00	03	03
	886	00	51	75
	1216	00	13	94
	1218	00	14	69
	1219	00	00	67
	1240	00	06	31

[F.No. L-14014/30/2009-G.P.
MANU SRIVASTAVA, Director

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 13 अगस्त, 2009

का.आ. 2493.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आन्ध्रा बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 64/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-2009 को प्राप्त हुआ था।

[सं. एल-12025/1/2009-आई आर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 13th August, 2009

S.O. 2493.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 64/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Andhra Bank and their workman, which was received by the Central Government on 12-8-2009.

[No. L-12025/1/2009-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
HYDERABAD

Present : Shri Ved Prakash Gaur, Presiding Officer

Dated the 17th day of February, 2009

Industrial Dispute L.C. No. 64/2004

Between :

Sri Boddu Veera Venkata Murali Krishna,
S/o Sri Suryanarayana,
D. No. 50-6-4/4, Srihari Veedhi,
Seethammapeta,
Visakhapatnam-16Petitioner

AND

1. The General Manager,
(Staff Department),
Andhra Bank, Central Office,
Saifabad, Hyderabad.
2. The Assistant General Manager,
Andhra Bank, Zonal Office,
Seethammadhara,
Viskhapatnam.Respondents

APPEARANCES

For the Petitioner : M/s. A.V. Sambasiva Rao and
A.S. Ramasarma, Advocates

For the Respondent : M/s. S. Udayachala Rao,
S. Vikramaditya Babu and
S. Mujib Kumar, Advocates

AWARD

This case was taken in view of the judgement of the Hon'ble High Court of Andhra Pradesh reported in 1997 (3) LLJ Supplement, page 1141 in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. The Petitioner filed this petition against the Respondents questioning the action of the Respondents in terminating his services w.e.f. 17-5-97 without any notice or order. He stated that he joined in the respondent organization w.e.f. 26-3-1993 and he worked with intermittent breaks upto 17-5-97 for 1249 days. He prayed this court to direct the Respondent to reinstate him with back wages, continuity of service etc.

3. A counter was filed denying the allegations made by the petitioner in the claim petition. It is submitted that in the past, the branches of the bank used to engage persons insubordinate staff cadre in leave vacancies of permanent workmen or to cope up with the additional work of temporary nature as and when the situation demanded, though they were not authorized to make such temporary appointments. The management has issued as Approach Paper and prepared panels for temporary employees who has put in service between the period 1-1-1982 to 31-12-1989 and subject to certain other eligibility criteria. As per this criteria, the Petitioner is not eligible for empanelment. Hence, It is prayed that in view of the above, the petition be dismissed.

4. Parties were asked to produce their respective evidences. Petitioner filed his chief examination affidavit as WW1 and marked documents Ex. W1 and W2. Ex. W1 is the copy of the order in WP No. 22198/1997 and Ex. W2 is the copy of Petitioner's representation dated 19-5-1997. Petitioner was cross examined and case is fixed for further evidence of Petitioner.

5. On 17-2-2009, Petitioner is not attending the case for last more than a year. As such evidence is closed. Hence, Nil Award is passed in absence of evidence.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her and corrected by me on this the 17th day of February, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for
the Petitioner

Witnesses examined
for the Respondent

WW1 : Sri B.V.V. Murali Krishna NIL

Documents marked for the Petitioner

Ex. W1 : Copy of order in WP No. 22198/1997

Ex. W2 : Copy of WW1's representation dt. 19-5-97

Documents marked for the Respondent

NIL

नई दिल्ली, 13 अगस्त, 2009

का.आ. 2494.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ बड़ौदा के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि करण, नं. 1 चण्डीगढ़ के पंचाट (संदर्भ संख्या 222/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-2009 को प्राप्त हुआ था।

[सं. एल-12012/98/2002-आई आर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 13th August, 2009

S.O. 2494.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 222/2002) of the Central Government Industrial Tribunal Chandigarh-I now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 12-8-2009.

[No. L-12012/98/2002-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case No. I.D. 222/2002

Sh. Hari Singh, C/o Shri K.S. Malhotra,
107/2. South Model Gram,
Ludhiana-141001.

.... Applicant

Versus

The Regional Manager,
Bank of Baroda, Regional Office
Punjab bank Square, Sector, 17-B,
Chandigarh-160017.

.... Respondent

APPEARANCES

For the Workman : None

For the Management : Shri V.K. Dhiwan.

AWARD

Passed on : 15-7-2009

The Central Government vide notification No. L-12012/98/2002-IR(B-II) dated 24-9-2002, has referred the following dispute to this Tribunal for adjudication :

“Whether the workman has completed 240 days service or not ? If so, the action of the management of Bank of Baroda in terminating the services of Shri Hari Singh S/o Shri Dhan Singh, peon w.c.f. 7-1-2002 is just and legal ? If not, what relief the workman is entitled to and from which date ?”

2. None appeared for the workman, Counsel for the management is present. It is informed that workman has expired. Therefore, the reference is abated and returned as such to the Central Government for want of prosecution. Central Government be informed. File be consigned.

Chandigarh

G. K. SHARMA, Presiding Officer

15-7-2009

नई दिल्ली, 13 अगस्त, 2009

का.आ. 2495.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नैशनल बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि करण, नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 7/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-2009 को प्राप्त हुआ था।

[सं. एल-12012/173/2004-आई आर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 13th August, 2009

S.O. 2495.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 7/2005) of the Central Government Industrial Tribunal No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 12-8-2009.

[No. L-12012/173/2004-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

Case No. I.D. 7/2005

Sh. Sunil Kumar Sharma S/o Late Shri Sham Dass
Sharma, B-5/11, Khwaza Azam Khoti, Ludhiana.

.... Applicant

Versus

The Zonal Manager, Punjab National Bank, Zonal
Office, Ferozegandhi Market, Ludhiana-141008.

.... Respondent

APPEARANCES

For the Workman : None

For the management : Shri Rajesh Gupta.

AWARD

Passed on : 14-7-2009

The Central Government vide notification No.L-12012/173/2004-IR(B-II) dated 27-12-2004, has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Punjab National bank, Ludhiana in dismissing Shri Sunil Kumar Sharma, Ex-Clerk-cum-Cashier-cum Godwon Keeper from service w.e.f. 30-8-1996 is just and legal ? If not, what relief the workman is entitled to ?”

2. Case repeatedly called. No one appeared for the workman. The case is already four years old. Despite notice the workman has not put up his appearance for his evidence. It appears that workman is not interested to pursue with the present claim in reference. Hence the present claim in the reference is returned to the Central Government as such for want of prosecution. Central Government be informed. File be consigned.

Chandigarh G. K. SHARMA, Presiding Officer
14-7-2009

नई दिल्ली, 13 अगस्त, 2009

का.आ. 2496.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक आफ इण्डिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 1 चण्डीगढ़ के पंचाट (संदर्भ संख्या 48/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-2009 को प्राप्त हुआ था।

[सं. एल-12012/104/2005-आई आर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 13th August, 2009

S.O. 2496.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.48/2005) of the Central Government Industrial Tribunal No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Union Bank of India and their workman, which was received by the Central Government on 12-8-2009.

[No. L-12012/104/2005-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

Case No. I.D. No. 48/2005

Sh. Rajesh S/o Shri Ishwar Singh, R/o Uttam Nagar
Colony, H. No. 691, Ward No. 17, Hansi, Hissar.

.... Applicant

Versus

The Asstt. General Manager, Union Bank of India,
Sector-17-A, Chandigarh.

.... Respondent

APPEARANCES

For the Workman : None

For the management : Shri V. K. Diwan

AWARD

Passed on : 13-7-2009

The Central Government vide notification No.L-12012/104/2005-IR(B-II) dated 7-11-2005, has referred the following dispute to this Tribunal for adjudication :

“Whether the action of Shri Rajesh S/o Shri Ishwar Singh that he was engaged on daily wages as a Sewadar (Peon) by the management of Union Bank of India during the period from 18-8-1997 to 30-11-2002 is correct ? If so whether the action of the management of Union Bank of India in terminating the services of Shri Rajesh w.e.f. 30-11-2002 is just and legal and what relief is the disputant entitled to ?”

2. Case repeatedly called. Workman is not present. No one is also present for the workman. Management is present through advocate. The workman is not coming for

the reasons are sufficient to the satisfaction of the management, no action under this clause can be taken. But if after receiving this notice, workman neither explain the reason for absence nor join the duties he shall be deemed to be voluntarily retired from the services on expiration of 30 days notice.

In this case, absence for 90 days is admitted. It is also admitted that 30 days notice was received by the workman. It is also admitted that he did not join the duties nor explained the reasons for his absence. The workman has filed a document which is a Medical Certificate by a Doctor for three weeks. As per the Certificate the workman was suffering from Ameotic Liver since 25-01-1988 and he was advised for three weeks rest. No other document has been filed or relied upon by the workman. This three weeks rest period as advised by the Doctor expired within 90 days of his absence but he did not bother for reporting to the bank by showing his explanation in response to the 30 days notice to the management about the cause of his absence. Thus, the workman has without any reason neither joined the duties even after receiving the 30 days notice nor explained the reasons to the management of the bank for his absence. Thus, after expiration of 30 days notice as per the provisions of Clause XVI of the 4th Bipartite Settlement the workman was rightly treated as voluntary retired from the services and has no case for any relief from this Tribunal.

He was deemed to be voluntary retired from the service in the year 1988 and he raised the industrial dispute in the year 1995 after 8 years without explaining the cause of delay. On this issue as well, the workman has no right to any relief from this Tribunal. Yesterday on 02-07-2009 a Division Bench of Justice Ashutosh Mohunta and Justice Nirmaljit Kaur of Hon'ble Punjab and Haryana High Court in a case titled as Ishwar Singh Versus Panipat Cooperative Sugar Mill Ltd., asserted that no latitude can be shown to a workman who does not intend to work even on repeated requests made by the Management to do so. The court held "Such an insincere and dishonest workman is a deadwood in any management, who rather than being a help to the management is a burden not only upon them, but also on the state exchequer." (Judgment published in the Tribune on 03-07-2009 reference is yet not available).

Thus, on the basis of findings made in the body of this award, the reference is disposed of accordingly. The workman is not entitled for any relief from this Tribunal. Let Central Government be informed for publication of the award and thereafter the file be consigned to the record room.

G .K .SHARMA, Presiding Officer

नई दिल्ली, 13 अगस्त, 2009

का.आ. 2498.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सैट्रल बैंक ऑफ

इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण, नं. । चण्डीगढ़ के पंचाट (संदर्भ संख्या ।/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-2009 को प्राप्त हुआ था।

[सं. एल-12011/116/2004-आई आर (बी ॥)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 13th August, 2009

S.O. 2498.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.1/2005) of the Central Government Industrial Tribunal No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 12-8-2009.

[No. L-12011/116/2004-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH

Case No. I.D. No. 1/2005

The General Secretary
Central Bank of India Employees'
Union, 3296, Sector 19-D,
Chandigarh-160019.

.... Applicant

Versus

1. The Chairman & Managing Director, Central Bank of India Chandermukhi Building, Nariman Point, Mumbai.
2. Zonal Manager, Central Bank of India, Zonal Office, Bank Square, Sector-17, Chandigarh.

.... Respondent

APPEARANCES

For the Workman : Sri B. S. Gill

For the management : Sri N. K. Zakhmi

AWARD

Passed on : 13-7-2009

The Government of India *vide* notification No. L-12011/116/2004-IR(B-II) dated 23-11-2004, referred the following industrial dispute for judicial adjudication :

“Whether the action of the management of Central Bank of India, Chandigarh in not promoting and granting any special allowance to Shri Y. K. Sarna for performing his duties for the last 36 years as Air Condition Plant Operator in Clerical cadre as per policy of the bank and provisions of Bipartite Settlement is legal and just? If not, what relief the said workman is entitled to and from which date?”

I have gone through the pleadings of the parties and the evidence adduced by them oral and documentary.

Opportunity for arguments was also given to the parties in person and to their legal advisors.

It is admitted that workman Sh. Y. K. Sarna was appointed as Air Condition Plant Operator on 22-7-67 in clerical grade pay. The appointment letter, which is on record, shows that Sh. Sarna was appointed as Air Condition Plant Operator on a post especially created by the management of the bank through the administrative arrangement for its smooth functioning. The creation of post is not mentioned in bipartite settlement or Desai and Shastri awards. It was especially created for exigency of work by management. It is also admitted that Sh. Y. K. Sarna served the bank for more than 36 years on the same post and retired as such as Air Condition Plant Operator. Sh. Sarna had represented the bank several times for his promotion to the officer cadre but no heed was given to his representations, in spite of several resolutions passed in the meetings held between the management of the bank and employees union. In the minutes of the meeting held on 21-3-94, matter relating to Sh. Sarna is mentioned at Para No. 7. It was resolved in this meeting that immediate implementation of every promotion policy of specialized categories vis. Air Condition Plant Operator, Telephone Mechanic, Plant Bank Operator etc. in the joint discussion will be considered on selective basis as and called necessary but specially in those cases where the employees in the general cadre who are junior to these specialized cadre employees have already been promoted under state services.

The minutes of meeting dated 21-3-94 shows that management of bank has adopted and agreed for the implementation of promotion policy of Air Condition Plant Operator apart from other categories of workers. But the request of Sh. Y. K. Sarna was not considered by the management for promotion for the reasons known to the management.

The strong contention of the management is that there is no policy for promotion of Sh. Y. K. Sarna to the officer cadre. Thus in absence of any policy in any of the bipartite settlement and Desai and Shastri awards Sh. Sarna

has no right to promotion and in absence of any statutory provision, Sh. Sarna can not claim promotion as a right.

It is true that there is no mention of such post in Shastri and Desai award or any of other bipartite settlements. This post was created by the department through the administrative order. Where the post is created through the administrative order, the administrative order should contain the service conditions attach to the post and service condition also includes the right to promotion. I am not inclined to accept the contention of the management that there is no administrative order or rule for the promotion of the workman because similarly placed another workman Sh. B. P. Sharma who was appointed as Air Condition Plant Operator was promoted to the officer cadre and he retired as Assistant Manager (Spl) from Zonal office Delhi. During recording of evidence and hearing arguments, this Tribunal afforded the opportunity to the management, rather directed the management to file entire records regarding the service conditions of Sh. B. P. Sharma who retired as Assistant Manager (Spl) from Zonal Office Delhi on 28-2-2002. It was contended by the workman that Sh. B. P. Sharma was his junior and he was promoted to the managerial capacity, whereas, his right to promotion was denied. On this contention, the record relating to the service of Sh. B. P. Sharma were summoned and called for by this Tribunal. It was admitted by the management that Sh. B. P. Sharma was recruited as Air Condition Plant Operator and he retired from the services as Assistant Manager (Spl) on 28-2-2002. It was admitted that Sh. B. P. Sharma was promoted to the post of Assistant Manager (Spl) w.e.f. 1-1-1986. But relevant documents relating to the services of Sh. B. P. Sharma were not placed before this Tribunal. The management of Central Bank of India only filed a letter No. ZO/HRD/PKG/08-09/3373 dated 15th January 2009, informing this Tribunal that Sh. B. P. Sharma was appointed as Air Condition Plant Operator and was promoted as Assistant Manager (Spl) w.c.f. 1-1-86 and he retired from the services as Assistant Manager (Spl) on 28-2-2002. No other documents were placed before this Tribunal. Meaning thereby an Air Condition Plant Operator was promoted by the Central Bank of India as Assistant Manager (Spl). Central bank of India being a Corporation has done it under the administrative orders. Meaning thereby the post of Air Condition Operator was created by administrative orders and Sh. B. P. Sharma an Air Condition Plant Operator was promoted as Assistant Manager (Spl) by administrative orders. But those administrative orders were not placed before this Tribunal reasons known to the management. Meaning thereby, the management has neglected in filing the documents and materials regarding the service condition and right to promotion of Air Condition Plant Operator to Assistant Manager (Spl), whereas one of the Air Condition Plant Operator Sh. B. P. Sharma was promoted by the management. Under such circumstances an adverse inference shall be taken against the management of the bank. The question arise what should

be the nature of adverse inference? In my view the nature of adverse inference should be that it shall be considered that there is a policy of the bank for promotion of Air Condition Plant Operator to Assistant Manager (Spl) and it shall also be considered that date of implementation of policy will be the date on which Sh. B.P. Sharma was promoted to Assistant Manager (Spl).

It is not the case of the management of the bank that the promotion was denied due to the **act of workman**. It is the only contention of the bank that the promotion was denied due to the lack of any administrative order rules or regulations. I am not inclined to accept this contention of the bank because one of the Air Condition Plant Operator Sh. B. P. Sharma was promoted as Assistant Manager (Spl) under the administrative orders of the management.

Apart from this issue of facts that under the administrative order Sh. B. P. Sharma an Air Condition Plant Operator was promoted to Assistant Manager (Spl) it is also important to mention that Sh. B.P. Sharma was similarly placed employee as of Sh. Y. K. Sarna. It is not the case of the management that Sh. B.P. Sharma was promoted under some special immunity (Classification). Thus, denying the promotion to Sh. Y. K. Sarna is also the infringement of his right to equality and right to life and personal liberty protected, as Fundamental Rights under Article 14 and 21 of the Constitution. Discrimination may be allowed on the basis of reasonable classification but in this case there is no classification at all, hence the workman shall be considered eligible for the promotion w.e.f. 1-1-86, the date from which Sh. B. P. Sharma was promoted as Assistant Manager (Spl).

Thus, the reference is answered in negative that action of management of Central Bank of India, Chandigarh in not promoting and granting any special allowance to Sh. Y. K. Sarna for performing his duties for the last 36 years as Air Condition Plant Operator in clerical cadre as per policy of the bank and provisions of Bipartite is not legal and just. Sh. Y. K. Sarna, on the basis of the reasons disclosed in the body of the award, is entitled for the promotion to the post of Assistant Manager (Spl) w.e.f. 1-1-86. The management is directed to make good all the pay & allowances, perks and other facilities attach to the post of Assistant Manager (Spl) from 1-1-86 within one month from the date of publication of the award. It is hereby made clear that if the entire amount is paid and other benefits given within one month from the date of publication of the award, workman, will not be entitled for any interest. If the management failed to do so, workman will be entitled for an interest at the rate of 7% per annum from the date of filing this petition till final realization of entire amount. Let Central Government be approached for publication of award and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 13 अगस्त, 2009

का.आ. 2499.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधतात्र के सबदू नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय न. 2 मुद्दई के पंचाट (संदर्भ संख्या 2/94/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-09 को प्राप्त हुआ था।

[सं. एल-12012/132/2002-आई आर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 13th August, 2009

S.O. 2499.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/94/2002) of the Central Government Industrial Tribunal/Labour Court No.2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Bank of India and their workman, which was received by the Central Government on 12-8-09.

[No. L-12012/132/2002-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

Present : A.A.LAD, Presiding Officer

Reference No. CGIT-2/94 of 2002

Employers in Relation to the Management of Bank of India

The General Manager(P),
Bank of India,
Mumbai South Zone, BOI Bldg.,
M.G. Road, Fort,
Mumbai-400 023.First Party

V/s.

There Workman
Sh. Shankar Laxman Pawar,
92/4, Municipal Chawl, Gr. Flr.,
Jerbai Wadia Road, Parel,
Mumbai-400 012.Second Party

APPEARANCES

For the Employer : Ms. Nandini Menon and
Mr. S.K. Talsania, Advocates

For the Workmen : Shri R. Dube Patil, Advocate

Date of reserving the Award I : 23-1-2009.
Date of passing the Award I : 2-6-2009.

AWARD

1. The Government of India, Ministry of Labour by its Order No. L-12012/132/2002 {IR (B-II)} dated 7th November, 2002 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of Bank of India, Mumbai South Zone, Mumbai to dismiss Shri Shankar Laxman Pawar from service w.e.f. 28-6-2001 is justified? If not, what relief the workman, Shri Sankar Laxman Pawar is entitled to?”

2. Claim Statement is filed by the concerned workman at Exhibit 9 stating that, he joined 1st party as a temporary Sepoy on 7-2-1985 and was made permanent on 1-6-1989. He further states that, he worked at Andheri Circle Branch of the 1st Party.

3. He states that, on 24-7-1998 he received a suspension order dated 16-6-1998 from the Chief Regional Manager, Mumbai (South Region) alleging that, he involved in transfer of funds from various accounts of customers of the employer belonging to one Bhansali Group without maintaining sufficient balance of funds in the account. On the said allegations he was placed under suspension for which he wrote letter dated 24-7-1998 requesting to revoke his suspension. Said suspension was there for more than one year. Then he was taken in service and suspension was revoked on 1-10-1999 and he joined services of the 1st Party. After that, on 20-10-2000 i.e. after about one year, after he joined his duties, he received letter from the General Manager (Personnel) informing him that, it has decided to conduct an enquiry in respect of the charges mentioned in the charge sheet dated 20-10-2000 and has appointed Mr. P.D. Kashalkar as Enquiry Officer, Staff Officer, Kalbadevi Branch. According to 2nd Party, charge leveled against him was that there was a collusion done by the concerned workman with Mr. S.G. Kachare, Staff Officer and Shri V.P. Popat, AELPM Operator to withdraw the cash from S/B Account No. 18900 of the workman and issued 4 cheques bearing Nos. 177986, 177988, 177989 and 177990 without maintaining sufficient balance in his account and subsequently for making good the short fall in the account the concerned workman adopted the method of depositing cheques later on. According to the concerned workman he brought to the notice of the 1st Party that, the decision taken by it of forming Enquiry Committee and proceeding against concerned workman after about a year is not just and proper on the charges of alleged misconduct leveled against him. On which 1st Party informed him that, the said enquiry is nothing but a formality and no punishment will be awarded on the basis of the said enquiry. He further contends that accordingly on 22-12-2000 he was called to attend the proposed enquiry. He states that, even that

time, he was assured that, enquiry will be conducted as a formality and he will not be punished on the basis of that enquiry. He states that, in view of the continued assurances from the employer that no action will be taken on the basis of the enquiry, the concerned workman was misled to believe that, and the enquiry proceedings were being conducted and 2nd Party attended it on 22-12-2000. 2nd Party states that, in the said enquiry general topics were discussed after which Enquiry Officer prepared the alleged minutes of the enquiry proceedings in English and obtained signatures on the same without explaining the same to the concerned workman in Marathi. He contends that, the said enquiry was commenced and concluded on 22-12-2000 itself. Even minutes were written of that meeting were written by the Enquiry Officer himself. He contends that, only one witness namely Mr. Kurup, Chief Manager, was examined though names of 7 witnesses were given in the list of witnesses given by the 1st Party. 2nd Party submits that, if the evidence of the said witnesses is perused it can be seen that, the said witness of the 1st Party was not working in the Branch of the 2nd Party where he was working. The witness examined by the 1st Party before the Enquiry Officer only deposed regarding preliminary enquiry conducted by him. It is case of the 2nd Party that, he was not given an opportunity to participate in the enquiry. According to 2nd Party, said evidence was not sufficient to hold 2nd Party guilty of the charges. It is case of the 2nd Party that, no written submissions were submitted by both. It is alleged that, the evidence before the Enquiry Officer was not sufficient to hold him guilty of the charges leveled against him. It is alleged that, the finding given by the Enquiry Officer dated 5-5-2001 is perverse and the decision taken by the Disciplinary Authority on the basis of the finding of the Enquiry Officer is against the principles of natural justice and is fake one. It is contention of the 2nd Party that, he preferred appeal on the same which was not considered by the 1st Party and the Appellate Authority confirmed the decision of the Disciplinary Authority. According to him decision of the Disciplinary Authority suffers from various lacunas. He states that, Enquiry Officer as well as Disciplinary Authority failed to appreciate the evidence on record. He states that, they have not applied their mind. He states that, enquiry was not fair and proper and finding perverse. So he prayed that, his dismissal order may be declared as illegal and 1st Party be directed to reinstate him with back wages.

4. This is disputed by the 1st Party by filing written statement at Exhibit 11 making out the case that, the dispute raised by 2nd Party is not maintainable and is beyond jurisdiction of the Tribunal. It is stated that, enquiry was conducted in respect of the charge leveled against the concerned workman which is of a serious nature. Charge of misconduct was leveled against the concerned workman which was proved before the Enquiry

Officer by the management in the departmental enquiry. Witnesses examined before the Enquiry Officer were made available to the concerned workman and the said witnesses were allowed to be cross examined by the representative of the concerned workman. It is contended that, the concerned workman was given full and fair opportunity to participate in the enquiry. It is contended that, the concerned workman participated in the enquiry and he was allowed to be represented through his Defence Representative. It is contended that, during the period 1997 to 1998 certain employees of the Jacob Circle Branch of the 1st Party had colluded with certain outsiders and had perpetrated various irregularities at the Branch exposing the 1st Party to serious financial losses and had indulged in kite flying nature of transactions with these accounts they were having in other Banks/Banches. It is contended that, the modus operandi was to deposit clearing cheques which were purely of accommodation nature drawn on the accounts with other Banks/Banches in these accounts with Jacob Circle Branch and the Branch used to grant payment against effects before the cheques were actually cleared. These cheques used to be returned unpaid and in order to cover the same fresh cheques with still higher amounts were deposited against which also drawings were allowed and the chain was continued by the concerned workman with the help of other employees. It is alleged that, initially transactions were to the tune of Rs. 1.02 lakhs during August, 1997. It is contended that, thereafter transactions escalated and touched over Rs. 95 lakhs by April, 1998. It is further contended that, in addition to this, the firms owned by Mr. Bhansali Group and his associates were granted 17 loans against the National Savings Certificates aggregating to Rs. 78.5 lakhs in March, 1998. It is alleged that, the aforesaid Branch of the 1st Party has not noted the lieu in respect of the National Saving Certificates with the Post Office. It is stated that, these accounts were closed on 26-3-1998 by transferring the funds from the current, deposit account. It is contended that, 3 firms belonging to Bhansali Group were granted credit facilities to the tune of Rs. 8 lakhs which were also misutilised and all this was done with the help of the staff of the 1st Party. It is contended that, after coming to know about said irregularities the first internal investigation report dated 12th May, 1998 was put up bringing out these irregularities. Thereafter another report dated 20th May, 1998 dealing with the irregular transactions in the accounts of the concerned workman and Shri V.P. Popat, AELPM Operator were put up and yet another report was submitted on 23-6-1998 and the final report on 8th February, 1998. It is contended that, the investigation has fixed the accountability mainly on Mr. A.G. Vohra, the then Manager, Shri H.S. Kachare, the officer along with outsiders for these irregularities. It is contended that, the concerned workman and Shri Popat were also implicated by the Investigating Authority because their accounts were utilised for routing certain transactions and the

charges were leveled against them. It is contended that, the 2nd Party was involved on the basis of final investigation conducted by the 1st Party on the basis of the material collected at the time of internal investigation. It is alleged that, based on internal departmental investigation, a criminal complaint was lodged with Central Bureau of Investigation on 30-5-1998 especially against Shri A.G. Vohra, the then Manager, Shri S.G. Kachare, the then officer and outsider Shri A.L. Bhansali. It is contended that, based on this complaint a criminal case was filed against them by the Central Bureau of Investigation. It is alleged that, since the criminal investigation by the Central Bureau of Investigation was taking lot of time, 1st Party decided to revoke the suspension order of the employees involved in the reference and other employees who were concerned with it and then decided to proceed against the concerned workman by forming enquiry committee and appointing Enquiry Officer. It is contended that, full opportunity was given to the concerned workman to participate in the inquiry. He participated in the enquiry. It is contended that, on 6-3-1998 2nd Party withdrew Rs. 10,000 from his S.B. Account No. 189800 against cheque No. 177990 though there was no balance in his account. It is contended that, fictitious credit voucher for Rs. 10,000 was posted in his account to enable him to take cash. It is contended that, on the next day, he deposited a cheque No. 097520 dated 6-3-1998 for Rs. 10,000 from one of the customers M/s. Maya Enterprises (Bhanusali Group) in his account. It is contended that the said cheque was posted with a back dated effect of 6-3-1998 by one Shri Popat unauthorisedly. It is further contended that, another transaction is dated 12-4-1998 where concerned workman had issued cheque No. 177986 for Rs. 5000 in favour of V.P. Popat though there were no funds in his account. It is also contended that, a fictitious credit of Rs. 5000 was unauthorisedly posted by said Shri Popat and the cheque was passed. It is contended that, thereafter the concerned workman obtained a cheque No. 426232 from one of the customer M/s. Sadia Garage and got the same posted on 13-4-1998 giving back dated effect of 12-4-1998. It is further contended that, on 25-4-1998 Shri Popat withdrew cash of Rs. 10,000 from his O/D Account No. 2117 and Mr. Kachare withdrew Rs. 7500 from his O/D Account No. 2115. It is contended that, no drawing limits were available in their respective accounts. It is contended that, the concerned workman issued 3 cheques i.e. 177988 for Rs. 7500 favouring S.G. Kachare, cheque No. 177989 for Rs. 7500 and cheque No. 177990 for Rs. 10,000 favouring himself. It is contended that, these credits were posted in the account of Shri Popat and Shri Kachare to enable them to withdraw the amount as stated above. It is contended that, there was no balance in his account on that day. It is further contended that, after two days the concerned workman obtained a back dated cheque

No. 434739 for Rs. 25,000 from M/s. Nagpal Transport Company and his favour and cheque was posted on 27-4-1998 and given a back dated effect of 25-4-1998. It is also contended that, all these vouchers were posted by Shri V.P. Popat and cancelled by Shri Kachare. It is contended that, proceedings of the preliminary hearing in respect of the departmental enquiry against the concerned workman were held on 6th December, 2000 at Kalbadevi Branch of the 1st Party. It is contended that, the Presenting Officer, Enquiry Officer and the concerned workman were present in the enquiry. It is also contended that, the concerned workman was asked whether he wished to be defended by the defence representative of his choice to which he replied in positive and he was permitted to be defended at the departmental enquiry by a defence representative nominated by him. He was also allowed to cross examine the management witnesses thoroughly through his defence representative. It is stated that, the finding given by the Enquiry Officer on the basis of the evidence recorded and the Defence Representative has signed on each day's records on the enquiry proceedings on the same day itself. It is further contended that, the concerned workman was given full opportunity so the finding given by the Enquiry Officer on the basis of the evidence recorded by him cannot be perverse. It is alleged that, the decision taken by the Disciplinary Authority on the basis of the finding given by the Enquiry Officer is just and proper and does not require any interference.

5. Rejoinder is filed by the concerned workman at Exhibit 16 denying the contentions of the 1st Party and stating that, the Enquiry conducted by the 1st Party was not fair and proper and finding given by the Enquiry Officer is perverse.

6. In view of the above pleadings Issues were framed at Exhibit 21, Out of those Issues Nos. 1 and 2 were treated as preliminary Issues which I answer as under :

ISSUES	FINDINGS
1. Is enquiry fair and proper	Yes
2. Is finding perverse?	No

REASONS :

ISSUES NOS. 1 & 2 :

7. To prove that, enquiry was not fair and proper and finding perverse concerned workman placed reliance on his affidavit filed at Exhibit 24 in lieu of his examination-in-chief where narrates the whole history which he has stated in his Statement of Claim. He referred to when he was appointed and when he was confirmed. He also referred about 5 others involved in the criminal proceedings. He further states that, how investigations in respect of others were conducted show main culprits were ignored and how he was involved in the incident. He also

states that, action taken by the Management of suspension and then holding him guilty of the charges in the preliminary enquiry and then decision taken by the Management on the basis of the finding given by the Enquiry Officer holding him guilty is not just and proper and perverse. In the cross he admits that, suspension allowance was paid to him when he was suspended and Union representative defended his case in inquiry. He states that, Enquiry Officer did not ask him whether he wants to lead evidence. He states that, he did not complained about that, with anybody. He admits that, he has not complained about the proceedings dated 22-12-2000 more precisely regarding the Question No. 3 of page 11 of Exhibit 24, Page 17 of Exhibit 22 which is regarding a cheque dated 25-4-1998 of Rs. 10,000 signed by him. Even he admits that, another cheque of Rs. 7000 was also signed by him. He states that, even other two cheques are concerned with him and he admits those. Even he admits, other cheques transactions referred in page 18 to 20. He admits that, he has not complained against Mr. Kachare and Mr. Popat regarding alleged pressure by them in making transactions in his account to face the economic crisis. He admits that, he never demanded witnesses of the Management by giving application to the Enquiry Officer for cross in support of his case. He admits that, he has not complained to Enquiry Officer regarding witnesses called by him of Management in support of his case but were not made available by the Bank for cross.

8. On that 2nd Party filed closed his evidence and filed closing purshis at Exhibit 25.

9. Then Management filed affidavit of its witness Pradeep Dattatray Kashalkar, in lieu of his examination in chief, at Exhibit 26, who states how enquiry conducted was fair and proper. In the cross he states that, enquiry was also conducted against Mr. Popat. He admits that, in the said enquiry held Mr. Popat guilty of the charges levelled against him. He states that, said enquiry was conducted by one Mr. Kurup who appeared before him as only witness of the Management. He admits that, the Management witness who was re-examined was not offered for further cross to the concerned workman. He also admits that, the enquiry proceeding does not reveal that, enquiry proceeding was translated into Marathi and signature of the concerned workman was taken. He admits that, there was no say of the concerned workman before him on the charge sheet before he was appointed as Enquiry Officer and no such document came across in the enquiry showing that, opportunity was given to the charge sheeted employee to submit his say on the charges levelled against him. He admits that, the Management witness namely Mr. Kurup never worked at Jacob Circle Branch where alleged incident took place. He admits that, none of the employee of Jacob Circle Branch working during the alleged incident were brought before him and examined in

the enquiry in respect of the charges leveled against the concerned workman. He admits that, no particular document was brought before him to conclude that, particular person has done those fictitious entries in the account of charge sheeted employee. He denies that, to save other employees, who did those fictitious entries in the computer in the Savings Bank account of the concerned workman, the concerned workman is victimized. He admits that, on every day on closing of banking transaction General Ledger Balance entries are made after tallying the entire day's transaction. He admits that, the Bank has not produced the General Ledger balance entries of that relevant period of the concerned Branch. He admits that, if amount is demanded without balance in the account, it is the responsibility of the computer operator to disallow such a withdrawal and witness volunteered that, this rule is not applicable to all and since the concerned workman was the employee of the Bank no question arise to dishonor this type of demand. He further states that, to make back dated entries after GLP one has to use authorized password. He states that, in the said Branch right from Sepoy, Operator, Officer and Manager of the Branch all were not following the Bank rules and regulations and subsequently most of them were prosecuted and the concerned workman was one of them. He further states that, after LPG entries, for purpose of back dated postings, authorized password is used. He admits that, the name of the computer operator was not placed before him in the enquiry who operated the Savings Bank account of the concerned workman. He admits that, the concerned workman was not involved in CBI enquiry.

10. Then 1st Party filed written arguments at Exhibit 27 which were replied by the 2nd Party at by filing written arguments at Exhibit 29.

11. Here charge of serious misconduct was levelled against the concerned workman. The concerned workman states that, enquiry was not fair and proper and finding perverse.

12. Charge, as stated above, of misconduct was levelled against the concerned workman. Now, we have to see what stand is taken by the concerned workman? 2nd Party states that, on 6-3-1998 in the morning Staff Officer, Mr. Kachare approached Mr. Popat in the presence of the concerned workman and informed that Mr. Kachare was in need of Rs. 10,000. Concerned workman further states that, said Popat informed him that, he has no money to help him. Thereafter Mr. Kachare approached M/s. Maya Enterprises and managed a cheque of Rs. 10,000, duly signed without filing in the name of Payee. 2nd Party states that, thereafter he requested the concerned workman to fill it the workman's name and deposit it in his joint SBI Account and withdraw cash from his account as Kachare informed the concerned workman that he has forgotten to bring his cheque book. Concerned workman stated that, since Mr. Kachare was officer of the concerned workman's

department, the concerned workman was not having any doubt about the bonafied of his transaction. He states that, since he felt that, Kachare had a genuine difficulty and that is why he agreed to follow the instructions of Mr. Kachare and accommodate him in good faith. He further tried to explained that, he deposited the cheque in his account and prepared a bearer cheque of Rs. 10,000. He further states that, he presented the said cheque at the counter and obtained a token, which was handed over to Mr. Kachare. He states that, on the next morning Mr. Kachare gave a cash of Rs. 10,000 to the concerned workman which the concerned workman handed over to M/s. Maya Enterprises. He states that, he has deposited the transfer cheque of Rs. 10,000 on 6-3-1998 and not on 7-3-1998 as stated in the charge sheet. Then he explains that, Vanjara, AELPM, Operator, posted debit cheque No. 177980 of Rs. 10,000 first in Workman's S.B. Account instead of posting credit voucher first. He further states that, said Popat, AELPM Officer was in the habit of posting late vouchers posted debit cheque of Rs. 10,000 of M/s. Maya Enterprises on 7-3-1998 unauthorisedly instead of 6-3-1998. Concerned workman states that, he is made responsible for lapses and unauthorized acts of AELPM Operators relating to the said transactions. He explains that, he paid cash to M/s. Maya Enterprises. Then regarding second transaction concerned workman admits that, on 12-4-1998 the concerned workman was informed that, a cheque of Rs. 5000 is received in his salary account in clearing. He states that, thereafter Mr. Popat approached Mr. Sadik Garage, a client of the 1st Party, and managed a cheque of Rs. 5000. He further admits that, thereafter Mr. Popat informed the concerned workman that, he did not want to route transaction through his salary account and hence he requested the concerned workman to route the transfer cheque of Sadik Garage through the account of the concerned workman and to give a transfer cheque to Mr. Popat. He further admits that, as Mr. Popat was a senior staff member the concerned workman had to concede to his request and consequently he deposited a cheque of Rs. 5000 of Sadik Garage in his account and gave a further transfer cheque to Mr. Popat. Then the concerned workman regarding transaction dated 25-4-1998 explains that, on 25-4-1998 some cheques were received in the salary account of Mr. Kachare and Mr. Popat. He states that, Mr. Popat had a cash of Rs. 25000 to deposit in his account to honour cheques for helping and accommodating each other. He further states that, said cheques were received through clearing around 11.30 a.m. and receipt cashier refused to accept late cash as it was Saturday working hours were from 9.00 a.m. to 11.00 a.m. and on that Mr. Popat approached M/s. Nagpal Transport Company account holder of the 1st Party and obtained transfer cheque of Rs. 25000 in the name of concerned workman and Mr. Popat requested the concerned workman to route it through his account.

13. So if we read the explanation given by the concerned workman regarding these 3 transactions i.e. transaction dated 7-3-1998 of Rs. 10,000, transaction dated 12-4-1998 regarding transaction of Rs. 5000 and transaction dated 25-4-1998 of Rs. 25000 we find that, the concerned workman has accepted that responsibility and his role and his admission to his participation in the said transaction. All this reveals that, his involvement in said transactions is not denied by the concerned workman. Charge leveled against the concerned workman is about misconduct and explanation given by the concerned workman about these transactions reveal that, he was party to the said illegal transactions. All this admission reveals that, he was concerned with the alleged charge of misconduct leveled against him.

14. When the charges leveled against are admitted to him and though he try to give explanation in what circumstances, he acted does not permit me, to say that, the charge is bogus and fictitious one. On the contrary explanation given by the concerned workman in respect of these 3 transactions referred above reveal that, he was having habit of it. It reveals that, he did similar transactions on number of occasions. It reveals that, those are admitted to him but he try to say that, to help he did all that.

15. Charge of misconduct is leveled against the concerned workman and the explanation given by the concerned workman reveal that, he admitted these misconducts. According to me evidence led by the 1st Party and the explanation given by the concerned workman and even the action taken by the 1st Party on the charges leveled against him where he tried to explain, does not require any conclusion and on the top of it finding of the Enquiry Officer since he admitted the guilt reveals that Enquiry Officer has reason to give finding like that. Besides when enquiry was conducted and 2nd Party participated in it and where there is signature of the concerned workman on the proceedings conducted by the Enquiry Officer. Even copy of the Enquiry proceedings is filed by the 1st party at Exhibit 22 from pages 6 to 41 reveals that, enquiry was conducted and when 2nd Party participated in the enquiry with his representative. All this reveals that even witness were made available to the concerned workman which were examined by the Enquiry Officer. It reveals that, the finding given by the Enquiry Officer was having reason to hold the concerned workman guilty of the charges leveled against him. Besides as stated above he admitted the misconduct while giving explanation in what circumstances he did all these transactions.

16. Besides Advocate for the 1st Party placed reliance on the number of decisions viz. a decision published in AIR 1982 SC page 673 given in the case of J. D. Jain v/s. The Management of State Bank of India, a decision published in (1972) 4 SCC page 618 given in the case of Union of India vs. Sardar Bahadur of Apex Court,

decision published in 1977 (2) SCC page 491 given in the case of State of Haryana vs Ratan Singh of Apex Court, Judgment published in (2005) 3 SCC page 241 given in the case of Cholan Roadways Ltd. vs G. Trirugnanasambandam of Apex Court, Judgment published in (2006) 7 SCC page 180 given in the case of UPSRTC vs Mthu Singh of Apex Court, Judgment published in (2003) 3 SCC page 583 given in the case of Lalit Popli v/s Canara Banka and ors. of Apex Court, decision published in (2006) 5 SCC page 88 given in the case of M. V. Bijlani vs Union of India and ors., decision published in (1977) 2 SCC page 256 in the case of The Chairman, Board of Mining Examination & Chief Inspector of Mines and anr. vs Ramjee of Apex Court, decision published in (2000) 9 SCC page 327 given in the case of UPARTC and ors. vs Ram Chandra Yadav of Apex Court, decision published in (2001) 1 SCC page 182 given in the case of Kumaon Mandal Vikas Nigam Ltd. v/s Girja Shankar Pant and ors. of Apex Court, decision published in (1974) 3 SCC page 103 given in the case of Banaras Electric Light & Power Ltd. vs Labour Court II of Apex Court, decision published in (2006) 7 SCC page 212 given in the case of State Bank of India vs Ramesh Dinker Punde of Apex Court, decision published in (2006) 6 SCC page 325 given in the case of Amrit Banaspati Co. Ltd. vs Khemchand of Apex Court, decision published in (2006) 2 SCC page 255 given in the case of TNCS Corporation Ltd. Vs. K. Meerabai of Apex Court, decision published in (2006) 1 SCC page 430 given in the case of Hombe Gowda Education Trust Vs State of Karnataka of Apex Court, decision published in (2007) 4 SCC page 669 given in the case of Coimbatore District Central Co-operative Bank Vs. Employees' Association, decision published in (2006) 5 SCC page 207 given in the case of South Indian Cashew factories' Workers Union Vs. Kerala State Cashew Development Corporation Ltd. and decision published in (2006) 2 SCC given in the case of L.K. Verma Vs. HMT Ltd. are to show what things are required to see in domestic enquiry and what type of evidence is required to the Inquiry Officer to give his verdict.

17. If we consider all this coupled with the case made out by both and the law prevailing in case of domestic enquiry and finding given by the Enquiry Officer, i conclude that, enquiry was fair and proper and finding not perverse. So I answer these Issues to that effect and passes the following order:

ORDER

- Enquiry is fair,
- Finding is not perverse;
- Both the parties are directed to appear and participate on the quantum of punishment;
- No order as to its costs.

Bombay, A. A. LAD, Presiding Officer
2nd June, 2009.

नई दिल्ली, 13 अगस्त, 2009

का.आ. 2500.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधनतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, न. 2 मुम्बई के पंचाट (संदर्भ संख्या 2/56/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-09 को प्राप्त हुआ था।

[सं. एल-12012/69/2003-आई आर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 13th August, 2009

S.O. 2500.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/56/2003) of the Central Government Industrial Tribunal/Labour Court No.2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 12-8-09.

[No. L-12012/69/2003-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

Present : A. A. LAD, Presiding Officer

Reference No. CGIT-2/56 of 2003

**Employers in Relation to the Management of
Punjab National Bank**

The Manager,
Punjab National Bank,
Vasco-da-Gama
Goa-403 802.

AND

Their Workmen
Sh. Gurudas Sadanand Borkar
House No. 39, Taliwada
Near Narayan Temple
Borim Ponda (PO) Goa.

APPEARANCES

For the Employer : Mr. D.P. Karpe
Advocate

For the Workmen : Mr. L.V. Palekar,
Advocate

Mumbai, dated 11th June, 2009

AWARD PART-I

The Government of India, Ministry of Labour by its Order No.L-12012/69/2003- IR(B-II) dated 11-09-2003 in exercise of the powers conferred by clause (d) of sub section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Punjab National Bank, Vasco Branch, Goa In discharging Shri Gurudas Sadanand Borkar, Peon from the services w.e.f. 1-10-2001 is legal and justified? If not, what relief the workman is entitled for?”

2. Claim Statement is filed by the Second party contending and stating that, he joined first party on 20-07-1977. Initially he was employed with New Bank of India which was amalgamated with Punjab National Bank in 1993 and worked there as Peon in the Cash Section in Vasco-da-Gama Branch. According to second party, he was having unblemished record and put his dedicated service with Bank since he joined its service. Since he was posted as Peon he had to attend various kinds of jobs. It is contended by the second party that, in the year 2001 due to frequent illness he was compelled to apply for leave time and again. He contended that, due to severe chest pain he had to remain absent from 27-4-2001 till 31-5-2001 which he informed first party. It is contended that, the reason of absenteeism was made known to first party management still, management issued charge sheet dated 6-6-2001 alleging unauthorised absenteeism during 27-4-2001 till 31-5-2001. It is contended that, sham and bogus enquiry was initiated against him on the said charges and Inquiry Officer concluded in a single sitting holding him guilty. No proper and legal procedure was followed by Inquiry Officer and no evidence was recorded by him. Only in one sitting proceeding was initiated and concluded holding concerned workman guilty of the charge of absenteeism. It is alleged that, no opportunity was given to second party workman to appear through defence representative. So it is prayed that, the enquiry conducted with findings given be treated as illegal and decision taken by the first party of giving punishment be quashed and set aside.

3. This is disputed by the first party by filing Written Statement at Ex-9 making out case that, concerned workman Borkar was given punishment of discharge from service with benefits of superannuation which is just and proper. It is contended that, full opportunity was given to the concerned workman to reply the charge sheet. He was allowed to appear through defence representative but he did not utilise that facility. The charges against of absenteeism were levelled against concerned workman. Concerned workman admitted the guilt of absenteeism. Relying on his admission, enquiry was concluded as there

was no point in recording evidence and prolonging it. Since concerned workman admitted the charge of absenteeism, Inquiry Officer held him guilty of charges and disciplinary authority accepted the findings of Inquiry Officer and confirmed the punishment of discharge from service awarded to concerned workman permitting him to avail benefits of superannuation. So it is stated that, enquiry was fair, proper and findings not perverse and decision taken of discharge does not require interference.

4. Second party filed rejoinder at Ex-12 stating that, enquiry was not fair and proper and findings perverse.

5. In view of above pleadings, issues are framed at Ex-30. Out of which issues on fairness of enquiry and perversity of findings are treated as preliminary issues which I answer as follows :

Issues	Findings
(i) Is enquiry fair and proper?	Yes
(ii) Are findings of the Inquiry Officer perverse?	No.

Reasons

Issues 1 & 2

6. Case of the second party is that, enquiry was not fair and proper vis-a-vis findings perverse. Same is disputed by the first party saying that, since second party admitted guilt of absenteeism and so Inquiry Officer held him guilty of charges.

7. To prove that, second party place reliance on his affidavit filed in lieu of examination-in-Chief at Ex-32 where he refers to his appointment and story of his sickness and alleged story of information given in that respect to the bank. However in the cross he states that, he worked with the Banks in Cash Section as Peon. He stated that he was treated by Dr. Saokar from Ponda. He states that he had given medical certificate to management. He states that, he was informed by the Bank by letter dated 02-07-2001 regarding enquiry which he learnt by reading of the said letter from the staff and stated that he attended the enquiry. He admits that, enquiry proceeding was explained to him. He admits that, signature was taken in enquiry proceedings and on that he closed his evidence by filing purshis at Ex-40. Against that, first party examined one Mr. Karunakar Mahabala Shetty and Inquiry Officer Mr. M.P. Aithal by filing their affidavits at Ex-49 & 51 respectively. As per witness No.1, Shetty is concerned, he is not on the point of enquiry. Other witness is the one who conducted enquiry. He admits that he has not mentioned in the enquiry proceedings that, workman can represent himself though defence representative. However he states that, it was informed to concerned workman by notice dated 2-7-2001.

8. Heard both. Perused the proceedings filed at page 1 of enquiry proceedings. It reveals that, on 6-6-2001

enquiry was initiated and closed on the very day. This enquiry proceeding reveals that, concerned workman signed enquiry proceeding. In the said proceeding it is mentioned that, Inquiry Officer and Management representative were present. In the said enquiry proceeding it was mentioned that, concerned workman admitted the guilt of absenteeism and as such management did not lead any evidence on that account. This enquiry proceeding reveals that, relying on the admission of the concerned workman, Inquiry Officer held him guilty of charge of absenteeism and submitted his report.

9. Since concerned workman admitted the guilt on the charge of absenteeism, no question arise for the first party management to lead evidence and Inquiry Officer does not require to record any evidence to hold concerned workman guilty of charge of absenteeism. Charge was levelled against concerned workman of absenteeism between the period of 27-4-2001 to 31-5-2001. In the claim statement concerned workman states that, he was sick due to serious chest pain and he informed the Management. He also claim that, management was aware of it. As far as effectively informing management about his illness or as far as the fact of knowledge about the same by the management is concerned, nothing is pointed by the concerned workman to show that Management was aware of it or he informed the Management regarding the same. Here it is to be noted that, charge is of absenteeism without permission or intimation. Besides in the cross he admits that, he has no evidence to show that he had sent medical certificate to management in support of his illness. He admits that, he received letter dated 02-07-2001. If we peruse said letter we can see letter is pertaining to the information given by the Inquiry Officer regarding enquiry and asking him to attend the enquiry through defence representative. Besides he admits that, he got read over said letter through staff. That means he was made aware by the Inquiry Officer that he has to attend enquiry along with his defence representative and he learnt it from staff who read over that letter. Even this letter reveals that staff who read that letter was aware of that fact that concerned workman can take help of defence representative. His grievance is that, witness was not made available for cross. Since he admitted guilt, no question arises of leading evidence by the management and as such no question arises to offer witness for cross-examination. Besides by letter dated 02-07-2001 he was informed that, he can take help of defence representative, but he had not taken it. When he has admitted the guilt and when he was informed that, he can take help of defence representative, in my considered view, no substance remain in the grievance of concerned workman that procedure was not explained or he was not permitted to take help of defence representative. Besides when there is no affidavit, question does not arise to offer witness for cross. Moreover when he admitted guilt, question does not arise to record evidence by Inquiry

Officer and prolong the enquiry proceeding as happen generally. It was a single charge of absenteeism which was admitted by the concerned workman and in that scenario it was not expected by Inquiry Officer to adjourn enquiry that too for no reason.

10. Besides second party has not lead any evidence to prove that, he gave medical certificate to management. Even in this proceeding he did not enjoy that facility while he was examined himself by filing an affidavit and tried to lead evidence about intimation given to management which he alleges not considered by Inquiry Officer or management. Even before this Tribunal, he did not took that opportunity and lead evidence on that point to show that he intimated to management about absenteeism or management was aware of his illness.

11. Charge against concerned workman is that, he remained absent unauthorisedly and according to me, the evidence discussed above was sufficient for Inquiry Officer to hold him guilty of the charge. Besides nothing is pointed out, in what way Inquiry Officer ought to have conducted enquiry in this situation and where opportunity was not given to concerned workman and where injustice was caused? On all these points concerned workman is silent.

12. If we consider all these coupled with case made out by both, I conclude that, enquiry is fair and proper and finding not perverse. So I answer above issues to that effect and passes the following order :

ORDER

- (1) Enquiry is fair and proper.
- (2) Finding not perverse.
- (3) Both parties to appear in this reference on quantum of punishment.

Date : 11-06-2009.

A. A. LAD, Presiding Officer

नई दिल्ली, 13 अगस्त, 2009

का.आ. 2501.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम न्यायालय, औरंगाबाद के पंचाट (संदर्भ संख्या एल. सी. ए./926/2009, आई.डी.ए. नं. 7/03) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-09 को प्राप्त हुआ था।

[सं. एल-12025/1/2009-आई आर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 13th August, 2009

S.O. 2501.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government

hereby publishes the award (Ref. No. LCA/926/2009, IDA No. 7/03) of Labour Court, Aurangabad now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Bank of Maharashtra and their workmen, which was received by the Central Government on 12-8-09.

[No. L-12025/1/2003-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI P. K. SHINDE, PRESIDING OFFICER,
LABOUR COURT, JALNA ON DEPUTATION AT
AURANGABAD

Ref. IDA No. 7/03

Adjudication

Between

Asstt. General Manager/
Regional Manager,
Bank of Maharashtra,
Aurangabad-431003

...1st Party

AND

Shree Neelkant N. Hire,
Narsinha N-4, F-56, CIDCO,
Aurangabad-431 003

...2nd Party

CORAM : Shri P.K. Shinde, Presiding Officer

APPEARANCE

Shri A. R. Joshi, Learned Counsel for 1st Party.

Shri Uday V. Khonde, Ld. Counsel for 2nd Party.

AWARD

(Delivered on 22-06-09)

1. This is a reference U/s 10 read with Sec. 12 of Industrial Disputes Act, 1947 referred by Government of India, Ministry of Labour, New Delhi, for adjudication of the claim in between 1st Party/employer and 2nd party/ workman. Accordingly notices were issued to both parties. The 2nd party/employee submitted his Statement of Claim at Exh. U-2 and 2nd party has filed its Written Statement at Exh. C-3.

2. Brief facts of the case of 2nd party/ workman are as under :

That the 2nd party/workman was appointed as a Clerk in the year 1982. From the date of appointment, he was continuous in the employment with the 1st Party/ employer. According to him his service record was clean and blotless. The 2nd party from time to time worked on various branches of the 1st Party employer. His work

was appreciated and awarded by Assistant Regional Manager. He never charge sheeted during his service or memo was issued to him. He was transferred at Chikalthana branch, one Mr. Datar was the incharge of the branch at that time. It is submitted by 2nd party that the behaviour of said manager was very strange against him therefore, on many occasions Mr. Datar unnecessarily warned and gave threat, but 2nd party always used to co-operate with him. Sometime in the year 1998, 1st party has issued show-cause notice to the 2nd party/workman and alleged that he misappropriated the amount of Rs. 94,220 by tampering with the bank record. Accordingly, by issuing the charge sheet against 2nd party, the domestic enquiry was conducted against him. The allegations are in short as the second party misused a blank pay order with the help of Mr. Sathe & cheated the bank to Rs. 94,220. It is submitted that the branch incharge is the responsible person for this alleged whole transaction and hence to escape from it he shifted his act to 2nd party. In the enquiry, some irrelevant documents were produced and irrelevant witnesses were examined. The enquiry officer relied on the evidence of outsider namely Shri Sathe who committed fraud with the bank. It is further contended that the pay order of misappropriated amount was signed by branch manager. It is further noted that the pay order is not produced before enquiry officer. The enquiry officer has not recorded the statement of material witnesses. The matter was not handed over to the Police for further investigation. The signatures were not examined by hand writing experts. The 2nd party has cross-examined the witnesses at length. Even though, the enquiry officer has not considered the defence. The findings of enquiry officer are perverse. The enquiry officer and then Manager was biased. It is further contended that the alleged incident took place in month of March, 1996 and charge sheet was issued on 13-07-1998 and 1st Party is suspended him, w.e. f. 3-3-1998, therefore, there is violation of principles of natural justice. The suspension allowance was also not paid throughout the suspension period. On this ground, the enquiry is vitiated, therefore the dismissal order issued by the 1st Party is illegal and liable to be set aside.

3. The 1st Party employer has filed his Written Statement at Exh. C-3 and submitted that the second party was working as a Clerk-cum-cashier in Chikalthana branch. At the relevant time and date, second party was assigned and discharging the work of pertaining to current and cash credit account, cashbook, general ledger, transfer scroll and the writing of head officer and local head office supplementaries. In the month of December, 1997 Mr. V. P. Kasture who was branch manager Gangapur and Mrs. P. S. Iyyer Dy. Manager, at village Bidkin were called on deputation by Regional

Office Aurangabad, for reconciliation of pending entries of Chikalthana branch. During conciliation, they found that certain entries and certain record of Chikalthana branch for particular dates of 30-03-1996 and 30-04-1996 is missing. Therefore further investigation was carried out and it was found that the 2nd party has committed misappropriation and fraud of Rs. 94,220 while he was working in Chikalthana Branch. Therefore, he was placed under suspension w.e.f. 3-3-1998 and charge sheet was issued by the signatory authority dtd. 13-7-98. The enquiry was initiated against him. The charges were serious. He has committed misappropriation and fraud of Rs. 94,220. He prepared the fake pay order in the bank and in collusion with the one Ravindra Sathe withdrawn the amount during enquiry. The management has produced oral as well as documentary evidence. The enquiry was conducted in accordance with the principles of natural justice. Reasonable opportunity of being heard was given to him. Copies of documents and proceedings were also supplied to him. After considering oral and documentary evidence the enquiry officer has submitted enquiry report along with his finding and held that all the charges were duly proved. In view of the proved charges in the enquiry, the 1st party issued show-cause notice to him calling his reply to the show-cause notice. After considering the submission and oral, evidence documentary evidence disciplinary authority came to the conclusion that the charges of misconduct duly proved against him, the same are grave and serious and therefore the 1st Party has issued order of dismissal. It is further contended that then manager Shri Datar has no enmity with the party No. 2. The allegations are incorrect and after thought. Same are baseless. Party No. 2 is involved in the said matter and he has committed serious misconduct and misappropriated the amount of Rs. 94,220. He has also committed unfair practice in I. I. B. examination and changed the mark-sheet. The same misconduct is also serious. The defence of 2nd party is not acceptable. First party further contended that except the second party no other employee was involve in the said fraud. Therefore the party No.2 did not issue any charge sheet to other employees of the bank. The second party has misappropriated amount in the year 1996 and it was noticed to the bank authorities in the year 1998 during the course of reconciliation work considered, the matter was not handed over to the police. The rest allegations against the then branch manager raised by the 2nd party also are baseless and false. The bank employees are working in the financial institution are required to maintain the integrity. The 2nd party has committed fraud and misappropriation of the huge amount thereby he lost confidence of the first party. The punishment of dismissal awarded by the first party is proper. Hence the claim of 2nd party is liable to be rejected and reference is answered in the negative.

4. From the rival contentions of the parties by learned predecessor framed issues at Exh. O-3. In view of the direction given by Hon'ble High Court Judicature at Bombay bench at Aurangabad, the opportunity was given to the 1st party to prove the charges before the Court, therefore, I felt it necessary to frame this issue for adjudicating the matter. Therefore, I have framed the issue 2-A: i.e. Whether 1st party proved charges levelled against 2nd party before the Court? and I, record the findings thereon for the reasons to follow :

Issues	Findings
1. Whether the 2nd party proves that, the enquiry conducted against him is not fair and proper?	This issue is already decided by Judgment & Order dtd. 17-01-2008.
2. Whether the findings of the enquiry officer are perverse?	This issue is already decided by Judgement & Order dtd. 17-1-2008.
2-A Whether 1st party proved charges levelled against 2nd party before the Court?	In the negative
3. Whether the punishment of dismissal is shockingly disproportionate?	In the affirmative
4. Whether the 2nd party entitled for the relief of reinstatement with full back wages and continuity of service?	As per final order.
5. What award?	As per final order.

REASONS

5. Issues no. 1 & 2 : As the matter is remanded back by the Hon'ble Bombay High Court, bench at Aurangabad, directing to give opportunity to 1st party to prove the charges before the Court, and accordingly, this opportunity is availed by the 1st party, therefore, issue no. 1 & 2 does not survive.

6. Issue no. 2-A : So far as this issue is concerned, I have to see whether the 1st party proved charges levelled against 2nd party before me or not. To disprove the charges levelled against him, the 2nd party examined himself vide Ex.U-12. The 1st Party has adduced or evidence of Mr. Vinod Pundlik Kasture vide Ex.C-16, Mr. Ravindra Vinayak Sathe vide Ex.C-17, Mr. Sudhir Vasant Datar vide Ex. C-18, and Mr. Prakash Ganeshrao Jahagirdar vide Ex. C-21 in support of contentions made in the written statement. Both parties filed evidence closing purshis.

7. During reconciliation in the year 1998, the alleged fraud disclosed and accordingly, Reconciliation Officer

reported the matter to the banking authority. In order to find out truth, the Investigating team approached to one Sathe and Central bank of India branch Aurangabad and collected documents. Mr. Sathe had stated that the 2nd party Hire asked him to deposit the pay order in his account and he is requested to withdraw the amount and given to the 2nd party. The domestic enquiry was conducted. The enquiry officer recorded the statements of Mr. Sathe and investigation team and staff of the Chikalthana branch. The report filed by Mr. V. B. Kasture who is branch manager at Gangapur and on deputation for re-conciliation of branch at Chikalthana. His report is at page no. 7 of the enquiry proceeding. It is reported that :

(1) The pages from the transfer scroll related to date 03-04-94 were missing: apparently torn off from the transfer scroll.

(2) The corner of transfer scrolls where page nos. are printed - were also torn off.

(3) Page numbers from, 91 to 110 were also torn off from Bills payable register, pertaining to the period 18th October, 1995 to 31st March, 1996. New Bills payable register was introduced w.e.f. 03-04-96.

(4) The cheque returned register was also missing for the relevant period."

Accordingly, during the investigation, it is revealed that the 'pay order' is stolen from the 'pay order book' and presented to Central bank of India Chikalthana through the account of Shri Sathe. Then he along with branch manager approached to the Central bank of India Chikalthana branch and collected the documents.

8. In view of investigating team's report, the 1st party come to the conclusion that 2nd party is involved in the said matter, therefore, 2nd party was charge sheeted. The charges levelled against the 2nd party is reproduced as under :—

Charge no. I: You committed a fraud of Rs. 94,220 which is an act prejudicial to banks instant and is a gross misconduct, under clause 19.5(j) of bipartite settlement.

Charge no. 2 : You misutilised pay leaf no. 197732 for defrauding the bank to effect of Rs. 94,220 which is an act prejudicial to bank's instant.

Charge no. 3 : You tampered with bank record to conceal the above act of fraud.

Charge no. 4 : You have admitted an act of unfair, practice in I.I.B. examination held on 18-11-1993.

9. The management relied and referred the documents which are at on Ex. C-4-1/g (M-11) is a certificate dated 27-2-98 signed by Mr. V. P. Kasture and Mr. S. A. Datar, Smt P. S. Iyyar confirming that statement Exh. C-4-1-a

(M-10) was written and signed by Mr. Ravindra V. Sathe in their presence. Ex. C-4-I/i (M-12) is a credit voucher dated 26-02-1998 shows that Rs. 1,10,000 have been deposited in A/c No. 3429 of Mr. Sathe in Central Bank of India Chikalthana Branch and said Voucher is signed and deposited by Hire. Ex.C-4/I-C (i) (Exh. M-13) is a letter dated 1-3-1998 given by Mr. Sathe in continuation of list earlier letter dated 27-2-1998 i.e. Exh. C-4-1-a (M-10). The Ex. C-4-I/h (M-14) is a certificate signed by Mr. V.P. Kasture and Mr. S. V. Datar certifying that the written statement Exh. C-4/I-C(i)(M-13) was written and signed by Mr. R.V. Sathe in their presence. Exh. C-4-I/I(M-15) is a letter dated 3-3-1998 signed by Mr. D. G. Kulkarni, Mr. S. P. Umake, Mr. P. T. Moskar, Mr. P. G. Jahagirdar, Mr. S. K. Patki and Mr. A. S. Patel. According to them Mr. Hire 2nd party expressed his feeling with all staff member that fraud of Rs. 94220 done by him.

10. In the said matter, both the parties have adduced oral evidence in support of their respective contentions, therefore, in the light of evidence led before me, I have to see that above referred charges levelled against the 2nd party proved before me. It is admitted that 2nd party was appointed as a Clerk and since then he was working in the various branches. Lastly, the 2nd party was transferred to Chikalthana branch. According to him, his past service record was blotless. It is the case of the 2nd party that the behaviour of manager Shri Datar was strange towards him. On 13-7-1998, the charge sheet was issued against 2nd party alleging that he committed fraud of Rs. 94,220. It is the case of the 1st party that the 2nd party prepared fake pay order bearing no. 197732 by tampering record of the bank and he also tampered with bank record to conceal the act of fraud. Lastly, it is alleged that he committed unfair labour practice in the 1. 1. B. departmental examination held on 18-11-93.

11. In this matter, arguments advanced by both the parties are discussed in details.

Mr. A. R. Joshi, learned Counsel appearing on behalf of the 1st party submitted that in every Regional Office Local Branches Reconciliation work is being done once in 3 to 4 years. As such Mr. Kasture and Mrs. Iyyer were called on deputation at Aurangabad Regional Office in the year 1997, for carrying out Local Branches Reconciliation work on branch to branch basis, sometime in February, 1998 they found and observed that, an amount of Rs. 94,220 dtd. 3-4-1996 could not be reconciled pertaining to Chikalthana Branch and therefore, they started follow-up. They found that the vouchers dtd. 3-4-1996 were missing and Supplementary dated 13-4-1996 was not written. Therefore, it was very difficult to them to trace out this entry of Rs. 94,220. However, during investigation, it was observed that, an amount of Rs. 94,220 was credited in the Saving Account of Mr. R.V. Sathe in Central Bank of India, Chikalthana Branch. Therefore, they approached to said

Mr. R. V. Sathe and enquired with him. Initially, he told that he had found the cheque (pay order) in Chikalthana Bazar. However, the said story of Mr. Sathe was not probable and acceptable and therefore, Mr. Kasture, Mrs. Iyyer and Mr. Datar and other bank officials made further enquiries with Mr. Sathe and persuaded him to tell the truth about the amount which was credited in his account. Thereupon Mr. Sathe narrated entire incidence. He further stated that the in-laws (father-in-law) of Mr. Sathe and Mr. Hire belongs to the same village i.e. Budhgaon Tq. Chopda Distt. Jalgaon. The father-in-law of Mr. Hire/2nd party i.e. Mr. Adharrao Patil-Sonawane was having good family relations with the father-in-law of Mr. Sathe. Mr. Sathe and Mr. Hire both used to visit Budhgaon, Tq. Chopda and as such they started knowing each other and the friendship is developed between them and consequently, they became family friends. Both of them alongwith their family members used to visit each others residence in Aurangabad. Mr. Sathe was a poor employee working in Lupin Laboratories Ltd. Chikalthana. Sometime two years back i.e. in 1996, the 2nd party requested Mr. Sathe to help him to realize one cheque through Mr. Sathe's Account, to which Mr. Sathe agreed. Accordingly in the month of March 1996, Mr. Hire gave one Cheque (Pay order) of Rs. 94,220 to Mr. Sathe which was written in Sathe's name and the same was deposited by Mr. Sathe in the saving Bank Account with Central Bank of India, Chikalthana Branch. This pay order was of Bank of Maharashtra, Chikalthana Branch. An amount of Rs. 94,220 was accordingly credited in the Saving Bank Account of Mr. Sathe and immediately thereafter i.e. on 6-4-1996 Mr. Sathe gave one Cheque of Rs. 94,220 to Mr. Hire which was in the name of Mr. Hire's brother-in-law i.e. Mr. Anil Patil-Sonawane. Accordingly, said Mr. Anil Patil withdrawn the amount from Mr. Sathe's Account and paid it to Mr. Hire. Mr. Sathe thought that the chapter is closed. However, sometime in February, 1998 Mr. Hire again approached to Mr. Sathe and informed him that the bank officials of Bank of Maharashtra are likely to approach him and may enquire about the amount of Rs. 94,220. Mr. Hire further persuaded and requested Mr. Sathe to tell the false story that he found the said Cheque in Chikalthana Bazar. Mr. Hire further assured Mr. Sathe that he will arrange the amount along with interest, which in turn, will be paid by Mr. Sathe to Bank of Maharashtra so that Bank of Maharashtra will not take any further action. Mr. Hire further requested Mr. Sathe not to mention his involvement in the matter, in presence of the bank officers. Accordingly, Mr. Hire paid an amount of Rs. 1,10,000 in cash to Mr. Sathe and it was deposited by Mr. Sathe in his account in Central Bank of India, Chikalthana Branch. At that time, Mr. Vivek (Vicky Hire) son of Mr. Hire had accompanied Mr. Sathe in Central Bank of India and the amount deposited in the bank. The deposit slip was written by Mr. Vicky Hire and he had also signed on the said deposit slip. Said amount was thereafter paid by Mr. Sathe to Bank

of Maharashtra. Thereafter, Mr. Hire further paid interested amount to Mr. Sathe and the same is also paid and deposited by Mr. Sathe in Bank of Maharashtra.

12. Mr. A. R. Joshi, learned Counsel appearing on behalf of the 1st party further submitted that when the bank officers enquired with Mr. Hire that his name is taken by Mr. Sathe about his involvement in the matter, at that point of time, in fact, Mr. Hire had accepted, admitted and acknowledged to have misappropriated said amount through the account of Mr. Sathe. Mr. Hire also gave a statement in presence of staff members. Mr. Hire further requested not to take any disciplinary action against him. He narrated the bank officials sequence of events and the manner in which he misappropriated said amount. However, Mr. Hire has not given in writing his admission. Therefore, the bank officials got it confirmed from the record that the 2nd party committed misappropriation of amount of Rs. 94,220.

13. The base of above referred argument of Mr. A. R. Joshi, learned Counsel for 1st party is that the statement made by Mr. Sathe dated 27-7-1998. It reveals from the cross examination of Mr. Sathe that his statement was recorded at the residential flat of Mr. Datar in presence of Mr. Kasture, Mrs. Iyyer and Mr. Mahajan. In order to throw light on the conduct of Mr. Sathe, I have referred some of enquiry papers. In the departmental enquiry Mr. Sathe admitted that he was along with (Mr. Kasture, Mrs. Iyyer, Mr. Datar) on that day since about 9-00 or 9-30 a.m. to 6-00 p.m. It is pertinent to note here that though Mr. Sathe wrote that letter in the flat of Mr. Datar, but he addressed the said letter to Branch Manager. The wording itself shows that this letter might be dictated by some body and Mr. Sathe just write down it as it is. On the contrary, in the cross examination before the Court, he admitted that he was along with Mr. Kasture, Mrs. Iyyer, Mr. Datar only upto writing of statement. In respect of pay order, he firstly stated that he found one cheque in the Chikalthana Bazar and in another place, he made statement that on the say of 2nd party he told that he found cheque in the Chikalthana Bazar. In the cross examination 2nd party Counsel gave three suggestions in respect of details of bank account (which is in existence in the Central Bank of India) to Mr. Sathe. In reply, he stated that he does not know that how the said amount is credited in his account. Here it is to be noted that Mr. Sathe is a person who is remembering every aspect of sequence of fraud, but he unable to say about entry of huge amount in his pass book. I have said it huge amount because Mr. Sathe admitted in the cross examination that he was working as a labourer in Lupin Laboratories and at the relevant time, he was earning upto Rs. 8000 per month. On the material point i.e. writing of letters, the learned Counsel appearing on behalf of 2nd party suggested Mr. Sathe that how many letters were written by him on 27-2-1998. Mr. Sathe replied that he might be written about two letters. Mr. Sathe further exactly does not know whether letter which is at Ex. C-15/6 was written

either in his own house or at the residence of 2nd party. I have also noticed that though Mr. Sathe educated upto Graduate i.e. B.A. but he does not know difference in between pay order and cheque. Not only this, but Mr. Sathe also does not know full name of 2nd party, and whether his salary account was with the Central Bank of India or not. It would not be out of place to mention here that Mr. Sathe was working in the Lupin Laboratories in the year 1998. The alleged incident is detected in the year 1998 also. At the time of briefing the examination-in-chief in the year 2009, He stated entire episode to the 1st party Counsel, but he is unable to tell whether his salary account was with the Central Bank of India or not. Considering his above discussed changed versions from time to time, and answers to the suggestions given by 2nd party's Counsel, I do not feel that Mr. Sathe is trustworthy witness, therefore, story put forth by Mr. Sathe is not reliable hence argument advanced in this respect on behalf of the 1st party is rejected.

14. Mr. A.R. Joshi, learned Counsel appearing on behalf of the 1st party submitted that Mr. Hire was working on current Cash Credit in Chikalthana Branch as a Clerk and he was handling Current Cash Credit Subsidies, Cash Book, General Ledger, Transfer Scroll and bills payable etc. on Current Cash Credit Table.

15. It is further submitted that the entries of cash book dated 3-4-1996 were taken including the entry of disputed amount total worth of Rs. 1,76,142 against the heading of 'Local Branches.' The amount shown in Local Branch Head also includes disputed amount of Rs. 94,220. In this respect the 1st party witness Shri Kasture admitted that the document Ex. C-15/1 is the extract of cash book. The entry amount of Rs. 1,76,142 dated 3-4-1996 is pertaining to Local Branches under the head of local branch. The said entry based on subsidiary or total of the vouchers. Concerned Officer verified and checked entries. He further admitted that Mr. Datar signed on cash book. Mr. Datar checked and verified debit and credit entries of the said cash book. He further admitted that in the said cash book, in the column of 'prepared by' no signature is found. It is evident from the admissions of the 1st party witness that Mr. Datar is involved in the matter, who checked and verified debit and credit entries of the said cash book. In the cross examination Mr. Datar admitted that on debit under local branch head there is entry of Rs. 1,76,142 which is marked by me star. There is no specific evidence on what date he is marked it as star or not. I am also unable to understand when Mr. Datar marked the said entry as star, why at that times, he did not verify it immediately or at least second day. Being a branch manager he failed to take follow-up and rectify it or he should report such matter to the superior, but till 1998 i.e upto reconciliation he did not open his mouth.

16. It is further argued by learned Counsel appearing on behalf of the 2nd party Shri Uday V. Khonde that being

branch manager and authorized signatory to issue pay order and cleared the pay order, Mr. Datar was responsible. The said Datar was directly involved in the fraud. I have gone through the examination-in-chief of Mr. Datar. In the examination in chief Mr. Datar stated that in the cash book page of 3-4-1996 the debit entry of Rs. 1,76,142 under LHO Head is unticked and marked, as the supplementary book of LHO and the vouchers were not shown while checking cash book by Shri. N. N. Hire. Shri N. N. Hire was asked to write the supplementary book and show the vouchers for checking of cash book. Even after reminders, he did not write the supplementary. The examination-in-chief of Mr. Datar before the Court goes to show that he is making the said statement without any documentary evidence after 8 to 9 years from the date of notice of alleged fraud. He did not file any memo or warning issued to Mr. Hire in respect of reminder of writing of supplementary etc.

17. The learned Counsel of 1st party further submitted that Mr. Hire managed to take out blank pay order bearing No. 197732 sometime in the month of March 1996 and thereafter, it was given by him to Mr. Sathe by putting name of Mr. Sathe on it. He further argued that the amount of Rs. 94,220 was written on the said pay order and the bogus signature of authorized official were put on the said pay order. Said pay order was received for clearing on 30-3-1996 in Chikalthana branch which was again received by Mr. Hire and he had himself passed said pay order (without any authorization) and subsequently it was credited in the account of Mr. Sathe in Central Bank of India, Chikalthana Branch. Mr. Hire did not write supplementary dated 3-4-1996.

18. I am not agree with the submissions made by learned Counsel Shri A. R. Joshi that the pay order No. 197731 was written by Mr. Hire, and therefore, he was also written the disputed pay order No. 197732. Though, earlier or subsequent pay order was in the hand writing of Mr. Hire, it does not mean that he has written disputed pay order. It is also not acceptable that on the disputed pay order Mr. Hire made bogus signature of authorized official. It is pertinent to note here that disputed pay order was not produced on record as it is missing. It is further alleged that the said pay order was received for clearing on 30-3-1996 in Chikalthana branch which was again received by Mr. Hire and he had himself passed said pay order (without any authorization) and subsequently it was credited in the account of Mr. Sathe in Central Bank of India, Chikalthana Branch. Mr. Hire did not write supplementary dated 3-4-1996. In this regard, to my opinion, and it is rightly submitted by learned Counsel Shri U.V. Khonde, that the said allegations are not proved by 1st party, because its witness Mr. Kasture made it clear in his cross examination that only one person do not use to handle bank transactions. I am reproducing relevant portion of Mr. Kasture's cross-examination which reads as under :

"20. Ex. C-4/1-e is credit advice. The said document shows the amount of credit advice passed in favour of City Branch by Chikalthana Branch for inward clearing cheques. The said credit advice is prepared by Aurangabad City Branch. The figure mentioned in the said credit advice is the total instruments amount. It is correct to say that after verifying the amount of instruments total amount was written in the credit advice. The manager or officer of the Chikalthana branch or concerned clerk also verifies the total amount of instruments as per credit advice. Some of the staff of City branch signed on the said credit advice. It is correct to say that the responding officer of City Branch has signed this document. Authorised officer of Chikalthana Branch has signed on this credit voucher after realization of cheque of inward clearing instruments. Authorised official after confirming that instruments are passed then he signed on advice. Mr. Jahagirdar signed as authorised official. The disputed amount of Rs. 94,220 is included in the credit advice amount. It is correct to say that the responding official and authorized official after verifying the instrument signed on the credit advice."

19. The learned counsel appearing for the 2nd party Shri. U. V. Khonde submitted that the 2nd party has not admitted hand writing of some of documents. Opinion of hand writing expert was not called. The documents which were sent for investigation to the expert. The expert has reported that the hand writing is not of same with the hand writing of Mr. Hire. In order to establish the fraud, relevant documents were not sent for examination.

20. The 2nd party filed documents i.e. expert opinion of Mr. N.R. Parik, Examiner of Disputed Documents, Aurangabad vide Ex. U-14/8. I have considered the document Ex. C-20/1. (M-6) in the light of expert opinion. It is alleged by 1st party that in order to conceal the adjustment, he made a fake entry in cheque returned register indicating cheque No. 4125993 drawn by Shivedata Auto was returned unpaid on 3-4-1996.

21. (Ex. C-4/1-F) (M-7) and M-31 (Transfer Scroll of Chikalthana Branch) and M-21 (Answer Sheet of Bank Examination), is that he is unable to express any definite opinion as regards the identity or otherwise of the disputed writing in respect of above referred exhibited documents on account of considerable disguise in the disputed writings.

22. It is further argued that the second party has no concern with the said documents. He had not signed the said document nor prepared. In view of expert opinion, I have accepted the argument advanced by 2nd party.

23. It is argued on behalf of 2nd party that the then manager Mr. Datar was responsible for the said fraud, therefore, to escape from the responsibility he managed to Mr. Ravindra Sathe and assured him that the management will not file FIR against him in the Police, if he would state the name of 2nd party and his involvement in the fraud. Accordingly, the statement of said Mr. Sathe was recorded in presence of the then manager Shri Datar. It is further argued that as per assurance Shri Datar managed to pay amount to Shri Sathe and in order to show involvement of Mr. Hire, he put the signature of son of second party on the deposit slip. It is admitted that Mr. Sathe's statement was recorded in presence of Mr. Datar. It is pertinent to note that being a branch manager, and authorized signatory of pay order his involvement in the fraud cannot be ruled out, because every transaction in the bank could not be managed by one person, as it is a team work. According to argument of 1st party, Mr. Hire (i.e. 2nd party) is brilliant one and he did this fraud in planned manner, but when the fraud came in the light in the month of Feb., 1998 Mr. Hire/2nd party deposited Rs. 1,10,000 in the account of Shri Sathe on 26-2-1998. I am unable to understand, if it is accepted that Mr. Hire is brilliant, as argued by 1st party, then how it is expected from Mr. Hire that he will allow his son to put signature on deposit slip which is at Ex. C-41/i. For this reason and as Mr. Vivek alias Vikky son of 2nd party did not examine before me, therefore, the argument advanced by 1st party in this respect is required to be rejected.

24. It is also argued on behalf of 1st party that Mr. Sathe paid the amount of Rs. 94,220 to Shri Anil Patil, but the 1st party did not, examine Mr. Anil Patil before the Court, therefore, I am rejecting the said argument of 1st party also.

25. It is the case of the 1st party that the relevant record was missing and alleged that the 2nd party took fake entry in the name of Shrivdatta agencies. The said entry is at Exh. M-9 of enquiry papers filed below Exh. C-4/page No. 21. It reveals from said entry that the entry is in respect of cheque of Rs. 94,220 issued by Ravindra Sathe in favour of Anil Patil. Mr. Anil Patil is not examined before me. It is not ascertained from Ex. M-9 (Ex. C-4/21) that the said amount was received by 2nd party. In the examination-in-chief Mr. Sathe stated that I handed over one cheque of Rs. 94,220 and on 6-4-1996, the 2nd party withdrawn amount of Rs. 94,220 from my account with the help of Anil Adhar Patil, who was at the relevant time residing with 2nd party. In short, from the version of Mr. Sathe, it is evident that Mr. Hire did not receive amount. I have also gone through the report of Investigating Officer, wherein, it is mentioned that "The amount was withdrawn by Mr. Hire with the help of pass book." But from the Ex. M-9, it is clear that the said amount was not received by Mr. Hire. In the said circumstances, it can be said that the 1st party has made contradictory statements from time to

time in respect of name of withdrawer of amount. Therefore, the allegation that the 2nd party prepared fake pay order and deposited it in the account of Ravindra Sathe and Ravindra Sathe paid the said amount to the party No. 2 is not acceptable.

26. It is argued by 2nd party Counsel that Ex. C-4/21 (M-9) is the cheque of Central Bank of India bearing account No. 3429. In the front side, there is signature of Mr. Sathe and in the back of said cheque there are two signatures of Mr. Sathe. According to Statement of Account of Central Bank of India said amount is received by Mr. Sathe. During the enquiry, the bank has recorded the evidence of employee of Central Bank of India. I am reproducing his examination-in-chief as under :

"I recognise the documents shown to me Ex. M-8 which is pay-in-slip of our Bank. The contents of Ex. M-8 are correct. The Ex. M-8 Pay-in-slip is signed by the Depositor. I recognise Ex. M-9 shown to me is a cheque of our branch. The cheque is drawn by Mr. Sathe for withdrawing amount from his a/c."

The above referred Examination-in-Chief goes to show that only depositor of cheque was received said amount of Rs. 94,220.

27. It is alleged by the 1st party that Mr. Hire through Mr. Sathe, vide Ex. C-41/i, deposited amount of Rs. 1,10,000 in the Central Bank of India in order to pay misappropriated amount to the 1st party/Bank. It is further alleged that while depositing the said amount, Mr. Vickky Hire who is son of 2nd party was accompanied Mr. Sathe and Mr. Vickky signed on pay slip which is at Ex. C-4-1/i. Admittedly, Mr. Vickky Hire is not examined before the Court, therefore, it is difficult to accept that Mr. Vickky signed on Ex. C-4-1/i.

28. The documents Ex. M-9 (Ex. C-4/21) & Ex. C-4-1/i belongs to Central Bank of India, and there is no sufficient evidence to hold that the said documents are sufficient to hold that the 2nd party has concern with the said documents. I have held that the amount was not received by 2nd party.

29. It is submitted by 2nd party that there is no documentary evidence on record to establish that he has committed fraud and misappropriated the amount as alleged against him.

30. It is submitted by the 1st party that while the investigation in respect of the amount of Rs. 94,220 was going on in the year 1998 by Mr. Kasture and Mrs. Iyler at that time Mr. Datar was posted at Thane. The said incident of misappropriation had occurred in the year 1996 when Mr. Datar was also working in the branch. However, in the year 1998 when the investigation was going on all other staff members except Mr. Datar were available in the branch, and therefore, Mr. Kasture had requested

Mr. Datar to assist them in the investigation. Being the senior employee of the bank Mr. Datar was duty bound to assist the investigation team and he effectively and successfully assisted in finding out the real culprit i.e. Mr. Hire who had done the misappropriation through Mr. Sathe's account. Therefore, Mr. Hire had obviously developed a personal bias and grudge against Mr. Datar. It is submitted that the bank did not think it necessary to examine Mr. Datar as their witness in the departmental enquiry, and therefore, Mr. Hire who is very intelligent had grabbed this opportunity to make hue and cry against Mr. Datar and he could also create doubtful atmosphere about the alleged involvement of Mr. Datar. However, it is important and pertinent to note here that the bank has rectified its mistake and examined Mr. Datar as its witness before the Court. The evidence of Mr. Datar is not discarded by 2nd party.

31. I am not agree with the submission made on behalf of the 1st party by the Learned Counsel Shri. A.R. Joshi because, it is to be noted that when any investigation is at the primary stage and investigating team did not come any conclusion in respect of exact involvement and therefore, there is suspicious atmosphere in that event it is not expected from Investigation Team to take help from the person who was related with the misappropriation. It is pertinent to note here that the documents vide Ex. C-4/1-a, Ex.C-4/1-c is signed and certified by Shri S.V. Datar though he was at the relevant time (during 1996-97) Branch Officer of Chikalthana Branch, Aurangabad and while he made signatures on the above certificates he was posted at Thane branch. It appears from documents on record, as soon as Investigation Team initiated enquiry he immediately involved in the enquiry.

32. During the course of argument Shri. Uday V. Khonde Learned Counsel for 2nd party argued that being Authorized Signatory of pay order, Mr. Datar is liable for consequences as his involvement was serious kind of crime which resulted into misappropriation, therefore, in order to avoid further complication like police custody of Mr. Sathe and himself he gave promise, threat, also used undue influence upon Mr. Sathe and compel him to state the name of Hire. He further argued that accordingly he managed to the investigating officer and compel them not to file F. I. R. in police station and succeed to keep away himself from every responsibility.

33. In the background of above argument I have observed that though, Mr. Datar was authorized signatory and then branch manager, but as discussed above the statement of Mr. Sathe was recorded in presence of Mr. Datar. It is strange to note that and it is frankly stated by the 1st party that the bank did not feel it necessary to record statement of Mr. Datar in the enquiry and by recording his statement before the Court, the bank rectified its mistake. I have held above that though Mr. Datar

noticed the suspicious entry and marked it as star, but failed to bring it notice to his superior officers. It is discussed earlier that though bank defrauded for huge amount, but 1st party officer failed to file report in police station to investigate into the matter. Therefore, it will risky to accept the contentions advanced on behalf of 1st party in the facts and circumstances of the case.

34. In this matter, I have noticed from overall pleading, documents, and notes of arguments that the 1st party has given much importance and their whole story is encircled with the fact that there is family relationship in between Mr. Sathe and Mr. Hire. It is to be noted that the bank could not bring the direct evidence to show that the said fraud is committed by Mr. Hire, therefore, the bank collected information and created scene like family relation of Mr. Hire with Mr. Sathe. The 2nd party refused relationship with Mr. Sathe. It is argued by 1st party that 2nd party could not bring any evidence on record even remotest possibility of any connection of Mr. Sathe with Mr. Datar, but Mr. Datar, in his cross examination of para No. 25, fairly admitted that "My house is situated near to the House of Sathe" In view of admission of Mr. Datar, I am not accepting the contention of 1st party, as discussed above.

35. Here, assuming for the sake of argument that there are family relation in between 2nd party and Mr. Sathe, but it does not mean that except Mr. Hire, one cannot establish relation with Mr. Sathe. It would not be out of place to mention here that in order to commit fraud, it is not necessary that there must be friendship, family relationship, etc., etc., and I think that there are no fixed parameter to built up relation with any person, the only thing is required to grab money by hook or crook. So also I do not think that Mr. Hire who was clerk and in the hierarchy of bank, the person like 2nd party can create that much influence to believe and act upon him. Therefore, I reject the contention of 1st party that in view of relation in between Mr. Sathe and 2nd party, Mr. Sathe acted upon the instruction of Mr. Hire/2nd party.

36. One important aspect is required to be considered that Mr. V. B. Kasture had stated that he along with Datar went to the house of Sathe and assured him that they will not prosecute against him, if he states the truth and also assured by keeping away from the 2nd party. Then he made confessional statement and alleged that the 2nd party Hire has asked him to deposit his cheque in his account. In this circumstance, under the threatening of police case, or in order to avoid police custody or otherwise Mr. Sathe could have told name and shown involvement of 2nd party in the alleged incident.

37. I have carefully perused documents referred above in para No.08 minutely. In respect of charges No. 1,

2 and 3, it is alleged that 2nd party misutilized pay order no. 197732 and thereby defrauded the bank for the amount of Rs. 94,220 and committed fraud also tampered with bank record. It is to be noted that said pay order is not produce on record. Therefore, it is difficult to accept the contention that 2nd party stolen the pay order from bank and put the signature of Br. Manager and misused it from the record. In this matter admittedly, the bank has not examined custodian of record, and there is no evidence to show that pay order is stolen away by 2nd party. I have observed that in the Inward clearing dated 30-3-96 of Chikalthana adjusted on 3-4-96. There were 9 instruments for Rs. 1,34,114.55 lodged by Central Bank of India, Chikalthana including a pay order No. 197732 for Rs. 94,220 collected in savings account No. 3429 of Mr. Ravindra Sathe. It is discussed above that the 2nd party was not authorized signatory. Mr. Datar was the authorized signatory for clearing and adjust and allow to collect amount after verifying the signature below instrument and 2nd party allotted' work pertaining to current, cash credit account, bill, cash book ledger, transfer scroll etc. In fact, in absence of pay order dated 03-04-1996 one cannot imagine that it bears fake signature of authorized signatory and it was misutilized by Mr. Hire as alleged.

38. It is submitted by 2nd party Counsel that there is document filed by 1st party below Ex.C-4/1/f in order to show that this document pertaining to LBRC Subsidiary, and Mr. Hire failed to write said LBRC Subsidiary. If this document perused minutely, there appears "LBRC" heading in hand written. In fact, it is printed form which is used for Central Office Subsidiary. He further argued that the 1st party witness Mr. Kasture admitted in his, cross-examination that "Saidapur" is not come within the local area and said document pertaining to Central Office. In view of this, I accepted the argument of Mr. Khonde, learned Counsel for 2nd party that in order to show that Mr. Hire did not write Subsidiary bank falsely fled this document on record.

39. The document Ex. C-4/1-c is the certificate dtd. 4-3-1998 filed by 1st party stating that on the relevant dates i.e. 03-04-1996 and 04-04-1996 2nd party did the work on Current cash credit. The certificate is issued by Branch Manager. It is pertinent to note that though the bank witness stated that the bank used to maintain work distribution register and I have called said record from bank for verification, but bank failed to produce it on record. In the said circumstances, the contents of certificate is not accepted.

40. It is argued on behalf of the second party that though bank witness Mr. Jahagirdar before the Court in his examination-in-chief stated that the document Ex.

C-15/7 in the hand writing of Mr. Sathe and he identify his hand writing and signature, but in the cross-examination he admitted that "I do not know about Mr. Sathe. I never met him at any time, Mr. Sathe never written any letter before me." The said admission in the cross examination establishes that the bank created documents against 2nd party.

41. It is argued by Mr. A.R. Joshi Learned Counsel for the 1st party that on 03-03-1998 when the suspension order was served to Mr. Hire he expressed his desire to talk with all staff members and therefore, the Branch Manager called all staff members in his cabin and confessed/admitted of having done misappropriation of Rs. 94,220 by using pay order. He further admitted that he was the alone person involved in the said misappropriation and he further stated that he has repaid the amount to the bank with interest by obtaining staff society loan. It is submitted that this oral admission of Mr. Hire was put in writing by the then Branch Manager Shri. D.G. Kulkarni by addressing letter dtd. 03-03-1998 to the Chief Manager, Bank of Maharashtra Aurangabad Region. This letter is signed by all six staff members. This letter is duly proved by the bank in the enquiry as well as before this Court. He also submitted that the bank has examined one of the signatory of the letter Mr. P.G. Jahagirdar. Mr. Hire could not disprove the said letter nor he could prove as to why all staff members should make false allegations against Mr. Hire. In the background of above submission on behalf of the 1st party I have gone through the cross examination of Mr. Jahagirdar in which he admitted that

"I do not remember whether Mr. Hire visited Chikalthana branch after his suspension i.e. after March 1998. Now I am shown Ex. C-4/1-e, I do not remember in whose hand writing the said document was written. I do not remember at the time of document was reduced in writing Mr. Datar was present or not. I signed on the said document on my table."

From the admission of Mr. Jahagirdar, I am not inclined to accept the argument advanced by 1st party Counsel.

42. It is alleged by the 1st party that an amount of Rs. 21,000 was given by Shri Hire 2nd party to Mr. Sathe for depositing towards the interest on the amount of Rs. 94,220, but this fact is also not supported with other documentary evidence. There are other allegations against the 2nd party i.e. manipulation, destruction of record and torn of voucher dated 3-4-96 and papers of transfer scroll register. From the evidence on record I do not find any evidence that 2nd party manipulated and destructed record or torn 'voucher or papers or transfer scroll. Without any

cogent evidence, I am rejecting these allegation which are levelled against 2nd party. It is admitted position on record that concerned custodian is not examined before me.

43. The learned Counsel appearing on behalf of the 1st party relied the ruling reported in case of Nirajkumar V/s Union of India 2008(2) Mh. L. J. page no. 61. The ratio is reproduced as under :

Petitioner allegedly withdrew money from account of others while working in ATM cell of the Bank—In the departmental enquiry, the petitioner was granted fair opportunity—Withdrawal of money from the account of others is a serious matter—Sufficient evidence to establish charges on the basis of preponderance of probabilities—Relationship of the bank and its customer is relationship of great faith—Punishment of dismissal from service not disproportionate.

44. From the evidence on record, it is proved that the charges levelled against the 2nd party are not proved before me. Shri A.R. Joshi Adv. for 1st party relied ruling of Hon'ble Apex Court in case of U. P. State Road Transport V/s Vinod Kumar reported in 2008 (2) Mh. L. J. page 161 wherein, it is held that when employee found guilty of misappropriation of funds. Court should not be reluctant to reduce the punishment on misplaced sympathy for a workman. That there is nothing wrong in the employer losing confidence, of faith in such an employee awarded punishment of dismissal. In such cases, there is no place of generality or sympathy or the part of Court to interfere in the quantum of punishment.

45. He also relied on the ruling reported in case of Niraj Kumar Vs. Union Bank of India, reported in 2008 (2) Mh. L. J. page 61.

I have gone through the citations. It appears that in both the matter charges of fraud and misappropriation was established they found guilty of charges levelled against employee. Therefore, Hon'ble Supreme Court held that in such circumstances the Court should not reluctant to reduce, the punishment on misplaced sympathy.

46. The learned Counsel appearing for the 2nd party relied on ruling reported in 2005 (1) Bom L.C. 606 in case of Management of Madurantakam Co-operative Suger Ltd., Versus S. Viswanathan.

The some and substance of above referred case is that when there is no corroborative material evidence on record to prove allegation, order of reinstatement held justified. In the case in hand, the 1st party/employer could not establish allegations and could not brought material evidence on record to prove the allegations against 2nd party.

47. It is admitted by the 2nd party that though by an Judgment and Order dtd. 24-04-2008, it is held by this Court

that charge no. 04 regarding the malpractices in the departmental examination is proved against him. He further admitted in the cross examination that he did not challenge the finding recorded by my learned Predecessor before appropriate forum. In the case in hand, allegations of fraud and misappropriation are not proved as discussed above, except charge no. 4 i.e. committing unfair practice. in I. I. B. departmental examination therefore, finding to that extent become final. Therefore, question of grant of back wages does not arise. It is pertinent to note here that all the witnesses of bank has stated that the 2nd party rendered blotless service with the bank. It is pertinent to note that to make an Audit from time to time to reconcile its transaction is part and parcel of institution. In this matter, though, the bank has made its audits from time to time, but the alleged fraud was not disclosed in those audit. I have considered this factor seriously while considering the contentions of 1st party. It is apparent that the 1st party did not ask any explanation to other employees except 2nd party, under the guise that 2nd party confessed his guilt before Branch Manager. In the above circumstances, the charges levelled against the 2nd party are not proved, therefore, I hold that order of punishment of dismissal is unfair labour practice, illegal and therefore, required to be set aside. No doubt, the employer is liberty to impose any other punishment other than the dismissal, for the charge No. 4. The 2nd party adduced his evidence and stated that he is only earning hand in his family. His parents depends on him. I do not find substance in the contentions made in respect of his unemployment. No supporting evidence is produced on record to show that he was unemployed since long, therefore, I am denying the back wages. In the above facts and circumstances, I answer issue no. 2-A to 04 accordingly and proceed to pass following order;

ORDER

1. Reference is answered partly in the affirmative.
2. The dismissal order dated 7-2-1999 issued by 1st party is set aside by giving an opportunity to award any other lesser punishment than dismissal for proved misconduct, as discussed above.
3. The 1st party is directed to reinstate the 2nd party on previous post as he was on the date 7-2-1999 with continuity of service but without back wages.
4. No order as to costs.
5. The Award be sent for publication and for necessary action to Under Secretary, Government of India Ministry of Labour, New Delhi.

Date : 22-6-2009

Place : Aurangabad.

P.K. SHINDE, Presiding Officer

नई दिल्ली, 13 अगस्त, 2009

का.आ. 2502.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 17/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-09 को प्राप्त हुआ था।

[सं. एल-12011/102/2008-आई आर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 13th August, 2009

S.O. 2502.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 17/2009) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 12-8-09.

[No. L-12011/102/2008-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, LUCKNOW**

Present : N.K. PUROHIT, Presiding Officer

I.D. No. 17/2009

Ref. No. L-12011/102/2008-IR (B-II) dated: 17-6-2009

Between

The General Secretary
Bank of Baroda Staff Association,
15/222 A, Madhav Bhawan,
Civil Lines, Kanpur
(Espousing cause of Shri Lal Mani)

AND

The Assistant General Manager
Bank of Baroda
Regional Office, 11th Floor
19 Way Road,
Lucknow
AWARD

17-7-2009

I. By order No.L-12011/102/2008 -IR (B-II) dated : 17-6-2009 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the General Secretary, Bank of Baroda Staff Association, 15/222 A, Madhav Bhawan, Civil Lines, Kanpur (Espousing cause

of Shri Lal Mani) and the Assistant General Manager, Bank of Baroda, Regional Office, 11th Floor, 19 Way Road, Lucknow for adjudication.

2. The reference under adjudication is :

“Whether the action of the management of bank of Baroda in imposing the punishment of “be brought down to lower stages in the scale of pay by one stage with cumulative effect” on Shri Lal Mani sub-staff is legal and justified? To what relief the concerned workman is entitled?”

3. On receipt of the reference order the workman was issued notice to file his statement of claim complete with relevant documents, list of reliance and witnesses before Tribunal on 17-7-2009 with advance copy to the opposite party. The workman, Lal Mani appeared in person with the authorized representative of the union on the date fixed and filed an application (W-3) wherein it has been prayed to withdraw the case. The authorized representative of the workman’s union in his application has submitted that the management of the bank has imposed punishment of warning upon workman, modifying the proposed punishment, vide final order dated 27-9-2008 and being satisfied with the order dated 27-9-2008 the workman’s union does not want to contest the present industrial dispute any more. Accordingly, it has been prayed that the present dispute be stood withdrawn, as not pressed and appropriate orders may be passed.

4. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. In the instant case the burden was on the workman’s union to set out the grounds to challenge the validity of the action of the management of Northern Railways in imposing the punishment of “Be brought down to lower stages in the Scale of pay by one stage with cumulative effect” on the workman by filing its statement of claim and to prove the said action is illegal and unjustified. The workman’s union has not filed its statement of claim. Moreover, the representative of the workman’s union has requested for leave of the Tribunal to withdraw the case vide application dated 17-7-2009 (W-3), stating therein that the concerned workman has been imposed punishment of warning upon him, modifying the proposed punishment and being satisfied with the punishment order, the concerned workman, does not want to contest the case any more as his grievances stands redressed. Accordingly, the representative of the workman’s union has prayed to pass suitable orders.

5. In view of the submission of the workman’s union for withdrawal of the case, there is no grievance left with the workman and concerned workman union. Resultantly, no relief is required to be given to the workman concerned. The reference under adjudication is answered accordingly.

6. Award as above.

Lucknow
17-7-2009

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 13 अगस्त, 2009

का.आ. 2503.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 240/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-09 को प्राप्त हुआ था।

[सं. एल-12012/40/2000-आई आर.(बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 13th August, 2009

S.O. 2503.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.240/2000) of the Central Government Industrial Tribunal/Labour Court No.1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 12-8-09.

[No. L-12012/40/2000-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE LOKADALAT

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No.-I, DHANBAD

In the matter of a reference U/s. 10(1)(d)(2A) of I.D. Act.

Reference No. 240 of 2000

Parties : Employers in relation to the management of Allahabad Bank.

AND

Their Workman

Present : Shri H. M. Singh, Presiding Officer

APPEARANCES

For the Employers : Shri J. Patra, Senior Manager.

For the Workman : Shri B.K. Pal, General Secretary of the sponsoring union.

State : Bihar

Industry : Bank

Dated, the 21st July, 2009

AWARD

By Order No.L-12012/40/2000-IR (B-II) dated 22-8-2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Allahabad Bank in denial of promotion from

sub-ordinate cadre to clerical cadre to the workman, Shri Ram Niwas Kharwar, Bagaon Branch, Dist. Sitamarhi is justified? If not, what relief the workman is entitled for?”

2. In this reference case Shri J. Patra, Senior Manager, appearing on behalf of the management, submitted that the concerned workman has been promoted and by filing an application prayed to close the case.

Sri B.K. Pal, General Secretary of the sponsoring union also filed a petition by praying for closure of the dispute since the dispute has been settled.

3. In view of the submission made by both the parties, I render a ‘No Dispute Award’ in the present reference case.

H.M. SINGH, Presiding Officer

नई दिल्ली, 13 अगस्त, 2009

का.आ. 2504.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 1/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-09 को प्राप्त हुआ था।

[सं. एल-12011/57/2008-आई आर.(बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 13th August, 2009

S.O. 2504.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.1/2009) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Vijaya Bank and their workman, which was received by the Central Government on 12-8-09.

[No. L-12011/57/2008-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 10th July, 2009

Present : A.N. JANARDANAN

Presiding Officer

Industrial Dispute No. 1/2009

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of

Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Vijaya Bank and their Workman)

BETWEEN

The Regional Secretary : I Party/Petitioner

Vijaya Bank Worker's Organisation
60/2, Big Street, Triplicane
Chennai-600005

Vs.

The General Manager II Party/Management
Vijaya Bank, 123, Marshalls Road,
Egmore, Chennai-600008

APPEARANCE

For the Petitioner : Smt. R Shakeela, Authorised Representative

For the Management : Sri Ranjit, Authorized Representative

AWARD

The Central Government, Ministry of Labour vide its Order No. L-12011/57/2008-IR(B-II) dated 30-07-2008 referred the following Industrial Dispute to this Tribunal for adjudication.

The scheduled mentioned in that order is :

“Whether the action of the management of Vijaya Bank denying the medical facilities/medical reimbursement facilities to the temporary workmen is justified? If not to what relief the temporary workmen are entitled to?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 1/2009 and issued notices to both sides. Both sides entered appearance through their authorized representatives and filed their claim, counter statement and rejoinder statement as the case may be.

3. The Claim Statement averments briefly read as follows :

The Industrial Dispute arose due to non-payment of annual medical aid to temporary employees of Vijaya Bank against the provisions of the awards and Bipartite Settlements. The concept of medical aid emerged as a service condition under Para-450 of Sastri Award. The amount stood fixed at Rs. 1,500 per annum by the Bipartite Settlement dated 02-06-2005. In Desai Award the demand of Indian Bank's Association was not considered the urge for medical aid to avoid non-payment of medical claim to temporary employees. The award finds recited in it “as regards the other categories of workmen, whenever a provision of the award is not intended to be applicable to them, same has been specified at the proper place”. In Desai Tribunal proceedings, there is recorded submission of the Indian Bank's Association based on the demand of temporary employees that they should be granted medical

expenses on pro-rata basis. What Desai Award concluded is that the uniform rate of medical expenses cannot be provided. On the basis of Bipartite Settlement dated 19-10-1966, IBA under circular dated 22-04-1968 made clear that temporary employees are entitled to medical aid and expenses but the same is denied to them. Thereupon the ID arose which was eventually referred as the present one. The denial is unlawful and in contravention of the awards and bipartite settlements. There is no bar for temporary employee's entitlement to the same. Despite IBA having persistently stood for such extension of medical facility to temporary employees it was not considered favourably by the Desai Tribunal with reference to the query and reply at Item No. II (ii) of Circular No. Cir/Set/69 dated 10/10/1967 of erstwhile Labour Secretariat of Banks in India advising banks as to the entitlement to medical expenses of temporary employees as per Clause-50.1 of Bipartite Settlement. Subsequent Bipartite Settlements came to be approving entitlement of part time employees of medical expenses is a fact supporting payment of medical expenses to temporary employees. Hence the prayer to order payment of medical expenses to temporary employees.

4. In the Counter Statement the contention raised briefly are as follows :

The service conditions are governed by Sastri Award as modified by Desai Award and Bipartite Settlements. In Para-450 of Sastri Award between IBA and All India Trade Unions of Bank Employees, the directives emerged according to which the reimbursement of medical expenses is limited to permanent employees only which was extended to permanent part-time workmen as well under Settlement date 08-11-1973. The entitlement of temporary employees to such aid was negatived and the management representatives of banks were not in favour of considering them as employees. The dispute could not have been raised if there had been enabling provision in any Award or so. The proposal of IBA to provide medical expenses to temporary employees is only as a benevolent gesture which cannot be interpreted in such a way that temporary employees were getting the same earlier and IBA wants to curtail it. Desai Award just clings to allowing no further change to the medical expense provisions. The casual workers and job workers do not come under the operation of the Award. It is beyond one's comprehension that temporary employees are entitled to medical aid. Hence the claim does not merit consideration. Medical aid was never extended to temporary employees in the absence of enabling provisions and therefore there is no any violation. Wrong interpretation is attempted to be given to the Desai Award by the petitioner. The petitioner union cannot get any benefit out of the letter dated 22-04-1968 of IBA which has no binding nature. No Award or Settlement supports the stand of the Union. The matter is to be discussed and settled at the industry level. The refusal to grant aid to temporary employees is justified and lawful. The claim is

beyond the scope of awards and settlements. No grounds are made out by the Union for such entitlement. The claim may be dismissed.

5. In the rejoinder filed over and above averments in Claim Statement by way of reiteration the further contentions raised are as follows in a nutshell :

That submission of IBA before Desai Tribunal supporting payment of medical expenses to temporary employees stated as a benevolent gesture is nothing but a figment of imagination. IBA has categorically affirmed the entitlement of temporary employees to medical expenses by circulars already referred which are not superseded. The guidelines mentioned in the counter admitted as 40 years old and so by now obsolete are still in force.

6. The points for consideration are :

(i) Whether the denial of medical facilities to temporary workmen of Vijaya Bank is Justified?

(ii) To what relief the workmen are entitled?

7. On the side of the petitioner, Ex. W1 to Ex. W22 and on the side of the Respondent Ex. M1 to Ex. M6 were marked, both on consent. No oral evidence was adduced on either side. Heard both sides.

Point No.1

8. The claim of temporary workmen of Vijaya Bank for entitlement to medical expenses and reimbursement espoused by their Union discernibly is not under an already conferred right provided in any awards or Bipartite Settlements. The concept of medical aid evidently had its debut as a service condition under Para-450 Sastri Award. Under the awards and Bipartite Settlements what is specifically and categorically stated regarding the entitlement to medical expenses/medical reimbursements is to permanent employees only. This benefit thereafter stood extended to permanent part-time workmen as well under settlement dated 8-11-1973. Evidently, there had been a clamour for payment of medical expenses or reimbursement of the same by the temporary employees pursuant to which the Indian Banks Association had occasion to make a demand at the industrial level as seen recited in Desai Tribunal proceedings that temporary employees should be granted medical expenses on pro-rata basis. It is pointed out that under Circular dated 22-4-1968 of the IBA allegedly gaining support from the Bipartite Settlement dated 19-10-1966, it is made clear that temporary employees are entitled to medical aid and expenses. The case of the Respondent Bank is that the entitlement of temporary employees to any such benefits was negated and the management representatives of the Banks were not favouring temporary employees to be considered as employees. It is further pointed out on behalf of the Respondent that if there had been any enabling provision in any Award or Bipartite Settlements no necessity of any dispute having to be raised

would arise. They further contended that the fact that the IBA mooted proposals to provide medical expenses to temporary employees is only as a benevolent measure and the same cannot be interpreted in such a way that they had been in receipt of any such a benefit earlier or that they are also entitled to be given such benefits on par with regular employees under the Bank. Desai Award just affirms what existed in the Sastri Award in relation to the provisions for payment of medical expenses and reimbursements to the employees who are meant to be only regular employees. Desai Award evidently clang to stand by the same provisions in relation thereto as in the Sastri Award. The casual and job workers were never intended to come under the operation of the Award. The circular dated 22-4-1968 of IBA under which the Petitioner Union purports to claim entitlement to medical expenses is capable of being characterized as only a proposal manifesting benevolent gesture towards the temporary employees in regard to payment of medical expenses to them. The said circular cannot have any binding force or enforceability. It lacks force in the absence of anything in the Awards or Bipartite Settlements under which temporary employees are unambiguously not declared entitled to payment of medical expenses. On behalf of the Respondent it is also pointed out that the claim of the Union is not found supported by any of the awards or settlements. According to them, the matter of payment of medical expenses to temporary employees is yet to be discussed at the industry level and directive issued thereafter. According to them the claim is beyond the scope of awards and settlements. They continue to say that at no time medical aid was extended to temporary employees. They canvassed for the further contention that there is no violation of any awards or settlements in the matter of denial of medical expenses to temporary employees.

9. Having considered the contentions for and against the question of entitlement of temporary employees to payment of medical expenses and medical reimbursements bestowing an anxious consideration, I am led to conclude that as per the provisions in vogue in the Awards and Bipartite Settlements, the intentment is never to grant medical reimbursements or medical aid to temporary employees. I am fortified in concluding so from the fact that admittedly there was proposal raised by the IBA to provide medical expenses to temporary employees which is found recorded in the Desai Tribunal proceedings. Therein the claim was to pay medical expenses on pro-rata basis. In spite of that Desai Award concluded with the finding that no uniform rate of medical expenses can be provided. If IBA's proposal stood approved by the Awards or Settlements, there is no reason why temporary employees are not extended the benefits of medical expenses. The fact that permanent part-time employees came to be approved in the category of employees entitled to payment of medical

expenses in subsequent Bipartite Settlements and still there was no inclination to confer such benefits to temporary employees is a supporting factor showing that by then as well the extension of medical expenses to temporary employees was not favourably considered or granted. Even from the inception of the emergence of the concept of reimbursement of medical expenses as is seen from Para-450 of Sastri Award, the intention was to limit it to permanent employees whereunder the entitlement to temporary employees was staunchly negated and the representatives of the banks were hesitant to consider temporary employees as employees. Discernibly the question as to conferment of medical benefits to temporary employees was a matter which was adverted to by whoever was concerned but the same was being denied all along consistently. It shows that the proposal of granting such the same benefits to temporary employees had gained the attention of all concerned but such benefits were being denied to them discernibly after a well consideration of the overall circumstances pertaining to it as could be gathered from the various provisions contained in the respective Awards, bipartite settlements and Tribunal proceedings. Those considerations are discernibly on the basis of sound reasoning then obtainable while the concept of conferment of medical benefits emerged for the first time before the concerned Tribunals or Statutory Bodies of Men. The non-inclusion of temporary employees as eligible category for entitlement for medical aid is understandably not due to any inadvertence, omission or any other mistakes. It was only after a fully advertent decision after deliberation and proper consideration. It was under a determination to exclude them from the operation of the benefit on proper and disclosed reasons. Of course the acceptability of the reasons may be a relative factor varying from person to person depending upon his subjective views. So viewed I am of the opinion that the arguments of the learned counsel of the Respondent are more to the point so as to tilt a decision in favour of the Respondent. As it is it cannot be found that temporary employees are entitled to payment of any medical aid or expenses under the shelter of any of the provisions of the Awards or Bipartite Settlements. Any such intention manifested in a circular not having force of a rule cannot be said reliable to support a contention for extension of medical benefits. The question of extension of medical benefits to temporary employees is discernibly yet a matter to be discussed and settled at the industry level. A mere wish in the wake of a clamour from some temporary employees for conferment of medical aid or expenses cannot be a driving force to award any such benefits to temporary employees at the instance of an Industrial Adjudicator when enabling provision to do so is conspicuously absent in the basic and authentic documents such as Awards or Bipartite Settlement emanating from

competent authorities or statutory bodies of men under a proper settlement. Therefore, on the appreciation of the factual and legal position as is obtaining, it is hardly possible to enter a finding that the temporary employees are entitled to conferment of medical expenses on par with permanent employees or on pro-rata basis in the absence of the fact that a potential source force such an entitlement is yet to generate under the common will of bodies of men or authorities competent to create instruments incorporating terms or provisions such as Bipartite Settlements, Awards, etc. at the industrial level as rightly pointed out on behalf of the Respondent.

10. The idealistic concept or perception, of an Industrial Adjudicator that temporary employees are also to be extended the medical benefits as extended to the permanent employees or on prorata basis if any entertained has to give way to the legal and authentic provisions now obtaining on the sphere of activity. However, it is germane to consider that it is high time that the call of temporary employees for conferment of medical benefits them is not yet given a fruitful consideration by whomsoever it is concerned. It is pertinent to note that the concept of conferment of medical benefits to permanent employees emerged long years back and the present refusal to extend them to the temporary employees based on considerations which have now become obsolete due to efflux of long years of time is still to be allowed to be the rule. In spite of that I am to hold that as per the existing provisions, the medical benefits cannot be conferred to the temporary employees though I am of the view that it is high time that it has not yet been thought of extending such benefits to temporary employees as well since the bottomline considerations under which such benefits were once denied to temporary employees have now become obsolete due to efflux of long years of time. The conferment of medical facilities was based on a consensus of the management of the various banks. One of the reasons for not extending the benefit to temporary employees is that the bank managers are not in favour of considering the temporary employees as employees. But it is pertinent to ask should not this view undergo change? It is always good to remember that a temporary appointment is not one made as a casualty. In terms of Para-20.7 of the 1st Bipartite Settlement "*temporary employee will mean a workmen who has been appointed for a limited period for work which is of an essentially temporary in nature or who is employed temporarily as an additional workman in connection with a temporary increase in work of a permanent nature and includes a workman who is appointed in a temporary vacancy caused by the absence of a particular permanent workman*". When it could be realized from the aforementioned contingencies upon which

the appointment of temporary employees is necessitated to be made are owing to exigencies of public services to meet emergent situations to cope up with the exercise of functions such employees are appointed, a special note of caution is to be struck by all concerned that the temporary employees are not workmen to whom only a mediocre importance is to be attached. It has to be borne in mind that though they are employed on an ad-hoc basis, they are supposed to do vital functions having to be got discharged in the establishments or institutions in which they are so employed but for whose appointment such functions or business could not have been performed in a specified or time-bound manner. If the denial of the medical aid to the temporary employees is attributable to the fact that bank managements were not in favour of considering them as employees as one of the reasons such a view according to me cannot be a sound basis for such a refusal. When temporary employees are appointed in the contingencies as mentioned above, so they having to be treated as being supposed to work for limited periods there is no meaning why they may not be entitled to conferment of medical aid for the period, they are working or they are supposed to continue to work on a pro-rata basis for which there was already a proposal at the instance of the IBA as found recorded in the proceedings of the Desai Tribunal. The said proposal is indicative of the fact that in spite of there having been no provision enacted under the award or bipartite settlement, there did arise a strong demand advocating the cause of temporary employees to conferment of medical aid. It was on pro-rata basis that is in proportion to the service already put in or total service such employees are expected to put in the course of their employment. This makes it abundantly clear that notwithstanding the embodiment of the provision for conferment of medical aid to temporary employees under any bipartite settlements or awards there have been proposals mooted at the level of IBA to confer such benefits to temporary employees as well as a gesture of their welfare. The Circular dated 22-4-1968 of IBA also did contain such proposal demonstrably manifesting such benevolent gesture towards temporary employees. True the said circular cannot have any persuasive force to confer such benefits. In this context it is relevant to consider why such proposal be transformed into reality by enacting a provision for entitlement to medical aid by temporary employees at this time it is much later in point of time than the time at which the guidelines were issued for the first time for conferment of medical aid to the permanent employees. In this context, I am reminded of the proposition that the duty of an Industrial Adjudicator is to do justice in accordance with the existing law as is well said by the

phraseology "justice to be done according to law". In the light of the above discussion, I hold that denial of medical facilities/medical reimbursement facilities to temporary employees of Vijaya Bank is justified. The point is answered in favour of the Respondent.

Point No. 2

The next point to be decided to what relief the workmen are entitled to ?

11. In view of the above findings, the petitioner union is not entitled to any relief.

12. Thus, the reference is answered accordingly.

(Dictated to the PA, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 10th July, 2009)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined:

For the I Party/Petitioner : None

For the II Party/Mgmt. : None

Documents Marked :

On the petitioner's side

Ex. No.	Date	Description
Ex.W1	—	Copy of Extract of Sastry Award on Medical Aid
Ex.W2	—	Copy of Extract of Desai Award on Medical Aid
Ex.W3	—	Copy of Extract of Desai Award regarding applicability of Award
Ex.W4	—	Copy of Extract of Desai Award regarding classification of employees
Ex.W5	—	Copy of Extract of First Bipartite Settlement on Medical Aid
Ex.W6	—	Copy of Extract of Bipartite Settlement dated 08-11-1973 on Medical Aid
Ex.W7	—	Copy of Extract of III Bipartite Settlement on Medical Aid
Ex.W8	—	Copy of Extract of Bipartite Settlement dated 31-10-1979 on Medical Aid
Ex.W9	—	Copy of Extract of Bipartite Settlement dated 22-11-1979 on Medical Aid
Ex.W10	—	Copy of Extract of Bipartite Settlement dated 08-09-1983
Ex.W11	—	Copy of Extract of IV Bipartite Settlement on Medical Aid

Ex.W12 — Copy of Extract of Bipartite Settlement dated 28-02-1985 on Medical Aid

Ex.W13 — Copy of Extract of Bipartite Settlement dated 05-01-1987 on Medical Aid

Ex.W14 — Copy of Extract of V Bipartite Settlement on Medical Aid

Ex.W15 — Copy of Extract of Bipartite Settlement dated 23-02-1989 on Medical Aid

Ex.W16 — Copy of Extract of Bipartite Settlement dated 29-06-1990 on Medical Aid

Ex.W17 — Copy of Extract of Bipartite Settlement dated 29-10-1993

Ex.W18 — Copy of Extract of VI Bipartite Settlement on Medical Aid

Ex.W19 — Copy of Extract of VII Bipartite Settlement on Medical Aid

Ex.W20 — Copy of Extract of VIII Bipartite Settlement on Medical Aid

Ex.W21 — Copy of Extract of Indian Banks' Association Circular No. CIR/SET/19-68 dated 22.04.1968

Ex.W22 — Copy of Extract of the Minutes of the Joint Consultative Committee Meeting between the representatives of the Petitioner Union and the Management of the Respondent Bank held on 05.07.2005

On the Management's side

Ex.No. Date Description

Ex.M1 5-6-2006 Copy of letter regarding I.D. raised by Vijaya Bank Workers' Organisation before the Dy. Chief Labour Commissioner (Central) regarding non-payment of medical aid and expenses to temporary employees engaged in various branches of the Bank

Ex.M2 — Copy of Page No. 140 and 141 of Sastri Award (Para No. 505 to 514)

Ex.M3 — Copy of Para No. 11.7 of Desai Award

Ex.M4 — Copy of Para No. 16.6 to 17.2 of Desai Award

Ex.M5 — Copy of Para No. 21.1 of Desai Award

Ex.M6 — Copy of Clause No. IX of the Bipartite Settlement dated 08-11-1973

नई दिल्ली, 13 अगस्त, 2009

का.आ. 2505.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 69/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-09 को प्राप्त हुआ था।

[सं. एल-12011/208/2003-आई आर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 13th August, 2009

S.O. 2505.—In pursuance of Section 17 of the Industrial Dispute Act, 1947, the Central Government hereby publishes the award (Ref. No. 69/2004) of the Central Government Industrial Tribunal Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 12-8-09.

[No. L-12011/208/2003-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

No. CGIT/LC/R/69/04

Presiding Officer : Shri Mohd. Shakir Hasan

The General Secretary

Bank of Baroda Employees Union MP,
C/o Bank of Baroda, Siyaganj Branch,
Indore

.... Workman/Union

Versus

The Regional Manager,

Bank of Baroda;
M.P. Nagar, Zonal office,
202, Zone-I, Bhopal

.... Management

AWARD

Passed on this 28th day of April 2009

1. The Government of India, Ministry of Labour vide its Notification No. L-12011/208/2003-IR(B-II) dated 14-6-2004 has referred the following dispute for adjudication by this tribunal :—

"Whether the action of the management of Dy. General Manager, Bank of Baroda, MP Zone in not regularising the disputants (as per list annexed). If not to what relief these workmen are entitled for?"

2. The case of the Bank of Baroda Employees Union, MP in short is that the members of the Union whose names are given in Annexure along with reference have attained the status of permanent employee of the management Bank as they have continuously worked for more than 240 days in a calendar year. It is further stated that the management has started fresh appointment of sub-staff on regular vacant post without giving any preference to those workmen who are engaged by the Bank on daily wages and are working on temporary basis with the Bank for the last more than eight to ten years. It is stated that the workmen have filed several representation to the management but the management has taken no care and as such the said reference. It is prayed that the management be directed to regularise all the workmen as given in the reference w.e.f. 1-5-89 with arrears of salary and consequential benefits with penal interest.

3. On the other hand, the management appeared and contested the case by filing Written Statement. The case of the management inter- alia is that the Bank of Baroda Employees Union has no locus-standi to raise the dispute on the ground that as per the provisions of the by-laws of the Union, the employees employed in Bank of Baroda only can become members. The disputants are not employed by the management of Bank and as such, they are not members of the Union. It is stated that applicant Shri Hiralal (Sl. No. 8) and Shri Laxman Sahu (Sl. No. 9) have already filed writ petitions No. 2339/03 and No. 2338/03 respectively before the Hon'ble High Court of Bilaspur seeking for the same relief. Similarly Shri P. Harijan (Sl. No. 13) also has filed Writ Petition No. 1107/04 before the Hon'ble High Court at Jabalpur. It is stated that they have already chosen the forum of highest judiciary of the State for redressal of their grievances and as such, the reference is not maintainable. It is also stated that Shri Mohan Lal Patel (Sl. No. 5) has already raised an Industrial Dispute which is already pending in this court which is numbered as CGIT/LC/R/95/03. As such, his case is also not maintainable. It is further stated that the reference is vague and there is no relationship of employer-employee between the management and the disputants. It is also denied that the disputant have worked for 240 days in any calendar year. It is further stated that the management are regularising certain cases of the individuals on merits. On these grounds, it is submitted that the Union has not locus-standi to raise the dispute on behalf of the disputants and

therefore the reference be answered in favour of the management.

4. During the course of proceedings, both the parties have filed a Corrected vide order dated 21-7-2009 application No. 11 praying therein to withdraw the reference as both the parties have settled as per the terms of settlement between the management and All India Bank of Baroda Employees Federation, Mumbai on date 18-3-2008. It is stated that one of the clause 3(i) of the said terms of settlement shows that the employee or Union shall withdraw the case pending before the court and in compliance of the said clause, the disputants have filed this Corrected vide order dated 21-7-2009 petition not jointly with the management. It appears from the application No. 11 that the management has not signed over this application in confirmation of joint petition. It is also argued on behalf of the management that there is no provision of withdrawal of reference in this court whereas the case shall be withdrawn by the Governmentt itself.

5. I also perused the terms of settlement and I find that there is no illegality in the terms of settlement but this terms of settlement is not accepted by the management in this case. The management has also filed a reply No. 12 stating therein that the disputants have no interest to pursue with the present dispute and as such, the management has no objection if no dispute award is passed on the pending reference. It is stated that the terms of settlement is of general nature and as such the present dispute cannot be withdrawn.

6. On perusal of the entire record, it is clear that one of the disputant Shri Mohanlal Patel has already raised an Industrial Dispute before this reference and the same is pending and is registered as case No. CGIT/LC/R/95/03. As such, in my opinion, as that case is of earlier date and is still pending, the disposal of this reference will not affect to this disputant and his reference will still continue.

7. Considering the entire facts and the materials available on the record, I find that the workmen except Shri Mohanlal Patel (Sl. No. 5) have no interest to pursue the case as they are interested in withdrawal. As such, No Dispute Award is passed without any orders as to costs.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 13 अगस्त, 2009

का.आ. 2506.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय पूना के पंचाट (संदर्भ संख्या 497/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-2009 को प्राप्त हुआ था।

[सं. एल-12011/149/2000-आई आर (बी-11)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 13th August, 2009.

S.O. 2506.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 497/2000) of the Labour Court Pune now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Bank of Maharashtra and their workmen, which was received by the Central Government on 12-8-2009.

[No. L-12011/149/2000-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER III LABOUR COURT, PUNE AT PUNE

Reference (IDA) No. 497/2000

Exh. No.:16

General Manager (Personnel)

Bank of Maharashtra

Central Office,

1501, Lokmangal, Shivajinagar

Pune (Maharashtra)-411005

.....First Party

AND

The General Secretary

Bank of Maharashtra Karmachari Sena

9, Anantlaxmi, Ideal Colony, Kothrud

Pune (Maharashtra)-411029

.....Second Party

Coram : Shri P. T. Rahule

APPEARANCES : Mr. R. G. Londhe—Adv for I Party
Mr. N. A. Kulkarni—Adv for II Party

ORDER ON PRELIMINARY ISSUE

AWARD-1

(Delivered on this day on 5th March, 2009)

The case of the Second Party-Prakash Dattaram Mahadik in brief is that he was working as a "Sub-staff" with the First Party since 21-2-1983 till 12-7-1999. Suddenly on 19-2-1998 on the false allegations of misappropriation of the amount, chargesheet was served upon him and the enquiry was conducted against the principles of natural justice without giving him fair and proper opportunity to defend himself in the enquiry. Absolutely, illegal, unfair enquiry was conducted by the Enquiry Officer. The documents were not supplied to the Second Party in the enquiry and hence he could not lead his evidence and

ultimately improper findings were given by the Enquiry Officer against the Second Party, based on which punishment was accorded to him. As the conciliation proceedings failed, this reference came to be registered before this Court for reinstatement with full back wages.

2. The First Party resisted the claim by filing written statement at Exh. 13. The allegations of unfairness, impropriety and illegality in the enquiry have been denied. It has also been specifically denied that the enquiry was conducted against the principles of natural justice and fair opportunity was not given. He also denied that the documents were not supplied to the Second Party in the enquiry. It has been contended that every fair and proper opportunity was given to the Second Party to defend his case, defence representative was allowed to be appointed of his choice, adjournments were granted and ultimately on the basis of the evidence, the Enquiry Officer gave the findings. Any sort of illegality, or unfairness was not committed by the Enquiry Officer. On these and other grounds, it prayed for rejection of the reference.

3. On the basis of the pleadings, averments, allegations and rival contentions, following issued came to be recast on 4-10-2007; out of which the following issues came to be treated as preliminary issues; the reasonings and findings thereon are as follows:

Preliminary Issue	Findings
1. Whether the enquiry conducted by the First Party is illegal, unfair and improper ?	Yes
2. Whether the evidence before the Enquiry Officer was insufficient to prove the misconduct ?	No
3. What order ?	Enquiry is held as illegal, unfair and improper.

REASONS

4. **Preliminary Issue No. 1:** The First party examined Nandkumar Chintaman Talwalkar at Exh. 27 and Anand Bhalchandra Deshpande at Exh. 32 and also relied upon the documentary evidence. On the other hand, the Second Party did not examine himself and relied upon the cross examination of the First Party witnesses and the documentary evidence.

5. It is evident from the testimony of First Party witness No. 1- Nandkumar Chintaman Talwalkar (Exh. 27) that on the basis of the misconduct, chargesheet was issued to the Second Party and the enquiry was conducted. The Second Party was represented by his legal representative. He specifically deposed that during enquiry (Exh. 28 collectively), he followed the principles of natural justice and also gave sufficient opportunity to the Second Party to contest the case.

6. In cross examination, this witness has admitted that alongwith the enquiry register (Exh. 28), the First Party has not filed any document exhibited in the enquiry. He also admitted that the document mentioned on Page No. 34 of the enquiry proceeding are not attached in the enquiry

register (Exh. 28). It has also been admitted by him that the document ME-10 mentioned at Page No. 49, document 16 to 18, mention at page no. 72 are not attached in register Exh.28. However, he denied that he gave findings without referring the documents. Further, he also admitted that the documents which were referred to the enquiry are not filed on record.

7. It is evident from the testimony of other witness—Anand Bhalchandra Deshpande at Exh. 32 that the xerox copies of documents ME-2 to ME-15 were submitted by the management in the enquiry. It is also evident from his testimony that the xerox copies were submitted along with the original documents which were verified by Mr. P.D. Mahadik and the defence representative in presence of the Enquiry Officer and on verification from the originals, the xerox copies were exhibited. He has also deposed that the xerox copies of the three Cheques—ME-16, ME-17 and ME-18 were also produced alongwith the originals but the defence representative was absent. However, on verification of the original those three xerox copies were exhibited.

8. In cross examination, this witness has clearly deposed that the Enquiry register (Exh.28) does not consist the original exhibits ME-2 to ME-15 of the enquiry. He also deposed that the original exhibits DE-1 to DE-5 mentioned in page No. 2 of the enquiry register (Exh. 28) are not placed in the enquiry register. Similarly, the original exhibits ME-12 to ME-15 mentioned in page 34 of the enquiry register (Exh.28) are also not placed in the enquiry register. He also further mentioned that the original exhibits ME-10 mentioned in page No. 49 and the original exhibits ME-16 to 18 mentioned in page No. 72 are not placed in the enquiry register. Similarly, the original exhibits DE-7 (page 61), DE-10 (page 72), DE-11 and 12 (page 94), DE-13, 14, 15 (page 99), DE-16 (page 102) and DE-19 and 21 (page 105) are not produced on record. From the cross examination of this witness, it is clear that the xerox copies of the documents which have been exhibited by the Enquiry Officer (witness No.1) in the enquiry, but the originals were neither placed before the Enquiry Officer nor the same have been produced before the Court.

9. The learned Advocate—Mr. N.A. Kulkarni, for the Second Party, has submitted that the xerox copies of the documents were exhibited in the enquiry without producing the originals and the originals are not even placed on record before the Court. He further submitted that when the original documents were not produced in the Court, the Second Party did not have opportunity to defend himself in a proper manner and exhibiting the documents without producing the originals on record and without verifying the same amounts to serious injustice and illegality on the part of the Enquiry Officer in conducting the enquiry.

10. Per contra, the learned Advocate—Mr. R.G. Londhe, for the First Party, has submitted that the originals were produced in the enquiry and after verifying the same,

xerox copies were exhibited and hence any illegality was not committed by the Enquiry Officer in the enquiry, especially when every fair and proper opportunity was given to the Second Party in the enquiry conducted on the principles of natural justice.

11. Having considered the submissions tabled by both the sides and the admissions given by both the witnesses of the First Party, it is clear that the xerox copies of all these documents referred above and produced before the Enquiry Officer and even before the Court, despite the stand taken by the Second Party in cross examination before the Court, the First Party did not even bother to produce those originals claimed to be in existence.

12. Considering all Facts available on record and the admissions given by the witness of the First party, keeping in view the submissions tabled by both the sides, one thing is clear that when the originals were not produced and verified, how xerox copies were exhibited in the enquiry proceeding. These facts and circumstances clearly show that the Enquiry Officer had gone ahead in committing illegality in the procedural aspect causing serious prejudice to the Second Party do deprive him from taking his defence in a proper manner. I, therefore, reach the dauntless conclusion that the enquiry conducted by the Enquiry Officer is illegal, unfair and improper and answer this Preliminary Issue No. 1 accordingly :

13. **Preliminary Issue No. 2 :** In view of the findings on Preliminary Issue No. 1 as it has been held that enquiry is illegal, unfair and improper, the evidence in the enquiry cannot be considered for appreciation and hence, this Preliminary Issue No.2 becomes redundant and need not be answered as the enquiry itself is going to be vitiated. I, therefore, answer this Preliminary Issue No.2 accordingly, and in the aftermath, pass following order:

ORDER

It is held and declared that the enquiry is illegal, unfair and improper and hence stands vitiated. No order as to the costs.

Place: Pune

Date: 5-3-2009

P.T. RAHULE, Presiding Officer

नई दिल्ली, 13 अगस्त, 2009

का.आ. 2507.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बडौदा के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, श्रम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या 39/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-2009 को प्राप्त हुआ था।

[सं. एल-12011/283/2003-आई आर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 13th August, 2009

S.O. 2507.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on 12-8-2009.

[No. L-12011/283/2003-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, LUCKNOW**

Present : N. K. Purohit, Presiding Officer

I.D. No. 39/2004

Ref. No. L-12011/283/2003-IR(B-II) Dated : 3-3-2004

Between

The General Secretary
Bank of Baroda Staff Association UP
Madhav Bhawan, 15/222 A, Civil Lines,
Kanpur (UP)-208001
(Espousing cause of Shri Shankar Lal)

AND

The Asstt. General Manager
Bank of Baroda
Regional Office,
19, Way Road,
Lucknow - 226001

AWARD

21-7-2009

1. By order No. L-12011/283/2003-IR(B-II) Dated: 03-03-2004 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the General Secretary, Bank of Baroda Staff Association UP, Madhav Bhawan, 15/222 A, Civil Lines, Kanpur (U.P.) (Espousing cause of Shri Shankar Lal) and the Asstt. General Manager, Bank of Baroda, Regional Office, 19, Way Road, Lucknow for adjudication.

2. The reference under adjudication is:

Whether the action of the management of Bank of Baroda, Raibareilly in not regularizing Shri Shankar Lal, sweeper is legal and justified? If not, what relief if the concerned workman entitled to?"

3. The case of the workman's union in brief is that the workman, Shri Shankar Lal was appointed in the bank as part time sweeper on 1/3rd scale wages w.e.f. 23-1-91

and working as such continuously. It has been submitted by the workman's union that the workman is getting 3/4th scale wages w.e.f. 01-01-2001, however, he is being paid wages for Sundays and holidays w.e.f. December, 2003 and bonus w.e.f. April, 1998. Further, the workman's union has submitted that the workman is working as temporary sweeper since 1991 and work of sweeper is perennial nature in the branch; accordingly it has prayed that the management of the Bank be directed to regularized the services of workman as permanent sweeper w.e.f. 23-01-91 with all consequential benefits including full back wages and seniority etc.

4. Per contra the management of the Bank of Baroda has disputed the claim of the workman's union by filing its written statement wherein it has submitted that for appointment in the sub-staff, the vacancy is notified to the Employment Exchange for sponsoring suitable candidates as per criteria prescribed; thereafter, appointment letters are issued by the Competent Authority after ensuring due procedure and since the workman has never undergone selection procedure there arise no question of appointing workman on temporary basis. However, engagement of the workman by the Branch Manager, without sanction of the Competent Authority, on adhoc basis as a stop gap arrangement does not entitle him to claim any benefit. Accordingly, it has prayed that the claim of the workman's union be rejected without any relief to the workman concerned.

5. The workman's union has filed rejoinder whereby it has only reiterated his averments in the statement of claim and has not introduced any new fact.

6. After submission of documentary evidence in support of their respective cases by the parties, the workman's union was given opportunity to lead evidence in support of its averments, but on the date fixed, the workman's union did not forward any evidence in support of their case rather filed application for withdrawal of case (W-29) along with affidavit of the Dy. General Secretary of the workman's union (W-31) and that of workman (W-30); accordingly, the authorized representative of the management stated not to adduce any evidence in rebuttal.

7. Heard the representative of the parties and perused entire evidence on record.

8. The workman's union in its affidavit (W-31) has stated that a settlement has been arrived between the union of the workman and bank on 18-03-2008 regarding regularization of the workmen and the bank has agreed upon to regularize the workman, which is admitted to the authorized representative of the bank to the extent that a settlement has been arrived between the union of the workmen and bank on 18-03-2008 regarding regularization of the workmen. As regard Bank's agreement to regularization workman is concerned it has been submitted by the authorized representative of the management that the management of the bank has to regularize only those workmen whose name finds reference in the said settlement

subject to fulfilment of certain conditions. Since list of workmen and copy of the said settlement is not on the record, therefore, whether the name of workman finds reference in the settlement or not is to be verified. The workman's union has stated that in view of the settlement there is no need to proceed with the present industrial dispute and accordingly, has expressed its willingness to withdraw the dispute with the leave of the Tribunal.

9. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the action of the management and if no evidence is produced the party invoking jurisdiction of the Court must fail. In the instant case the burden was on the workman's union to prove that the action of the management of Bank of Baroda in not regularizing the workman, was illegal and unjustified. The workman's union does not want to adduce any oral evidence in support of their case. Moreover, the workman's union as well as workman concerned has requested for leave of the Tribunal to withdraw the case vide affidavit dated 14-07-2009 (W-31 & W-30 respectively), stating therein that a settlement has been arrived between the union of the workman and bank on 18-03-2008 regarding regularization of the workman and the bank has agreed upon to regularize the workman and accordingly, there is no need to proceed with the present industrial dispute as grievances of the workman stands redressed. Thus, the representative of the workman's union has prayed to pass suitable orders.

10. Although provisions of withdrawal of suits under Order 23 Rule 1 CPC are not applicable in the matter of reference under Section 10 of I.D. Act but, in view of the submission of the workman's union for withdrawal of the case, there is no grievance left with the workman and concerned Trade Union. Resultantly, no relief is required to be given to the workman concerned. The reference under adjudication is answered accordingly.

1.1. Award as above:

Place: Lucknow **Date: 21-7-2009** **N.K. PUROHIT, Presiding Officer**
नई दिल्ली 13 अगस्त, 2009

का.आ. 2508.—औषधिक विवाद अधिनियम, 1947 (1947 का 14) को भारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नैशनल बैंक के प्रबंधनत्र और संचालनियोजकों और उनके कमिकार्ट के बीच, अनुबंध में विदिष्ट औषधिक विवाद में केन्द्रीय सरकार औषधिक अधिकारण/प्रम न्यायालय, न. 1 अण्डीगाह के पंचाट (संदर्भ संख्या 29, 30 एवं 31/1992) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-2009 को आवश्यक था।

संख्या 12013/306/35 अर्थ अधीक्षण (ग्री. 11) 1

[सं.प्र.ल-13012/307491-आई.आम (क्री-11)]

[सं. प्रा. ११३०१३/३८८/०१-२०१८ अप्रैल २०१८]

राजन लक्ष्मण देवक अधिकारी

New Delhi, the 13th August, 2009

3.0. 2006:- In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 29, 30 & 31/1992) of the Central Government Industrial Tribunal cum Labour Court No. I, Chandigarh now, as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Punjab National Bank and their workmen, which was received by the Central Government on 12-8-2009.

[No. L-12012/398/91-IR(B-II)]

RAJINDER KUMAR, Desk Officer
ANNEXURE
BEFORE SHRI S. K. ARVIND, JUDGE OF THE HON'BLE
PRESIDING OFFICER, CENTRE GOVERNMENT
INDUSTRIAL TRIBUNAL FOR LABOUR COURT,
CHANDIGARH
Case No. I.D. 29-30 & 31/1992

Report of all of the other men holding **Respondent** in his or her employ, and all of the

APPENDICES

For the workman Shri Raj Kaushik, AR

For the Management by Shri Rajesh Gupta, A.R.

...and the 2014 **AWARD** goes to...
The **2014** **AWARD** goes to...

Passed on 21-7-09

Government of India vide Notification No. L-12012/396/91-IR(B-II) Dated 30-03-1992, L-12012/397/91-IR(B-II) Dated 30-03-1992 and No. L-12092/399/91-IR(B-II) dated 30-03-1992, by exercising its powers under Section 10 of the Industrial Disputes Act, (hereinafter referred to as an Act), referred the following industrial disputes for adjudication to the Tribunal:

1. "Whether the claim of Indian National Bank Employees Federation (Punjab & Chandigarh) that SSIIN OF S. G. H. was wrong because there were an excessive number of workmen and it is correct if so, whether termination of their services by the management was justified? What if, if any, are the workmen entitled to

2. "Whether the claim of Indian National Bank Employees Federation (Punjab & Chandigarh) that S/Sr. Sure Singh, Gurdev Singh, Dara Singh, Gurdev Singh & Syampal Singh were employees of Punjab National Bank, is

correct? If so, whether termination of their services by the management was justified? What relief, if any, are the workmen entitled to?"

3. "Whether the claim of Indian National Bank Employees' Federation (Punjab & Chandigarh) that Sh. Didar Singh was an employee of Punjab National Bank, is correct? If so, whether termination of his services by the management was justified? What relief, if any, is the workman entitled to?"

Common questions of law and facts are involved in these references; hence, the references are disposed of by this award.

On perusal of the reference, referred by the Central Government, it is evident that the main issue for determination in these references is whether the workmen were employees of Punjab National Bank? The workmen contended themselves as employees of the bank and alleged to be worked with the bank as such, for a substantial period as SPO for watch and ward duty. It is further contended by the workmen that they worked under the administrative control of the Branch Manager as other permanent employees of the bank. They worked for the safety and security of the bank as Gun Retainer/Armed Guards. They were paid the wages directly by the bank. The bank terminated their services illegally without notice, or retrenchment compensation in violation of provisions of Sections 25F, 25G, 25H and 25N of the Act.

The claim petition was opposed by the Punjab National Bank by filing written statement. It is stated by the management in written statement that keeping in view the extraordinary law and order situation in the State of Punjab and with a view to provide the appropriate security to the banks in the State of Punjab, the then Advisor to the Governor of Punjab, Shri Surender Nath had a meeting with the senior officers of all the banks working in the State of Punjab on 27-03-1984. In this meeting, the matter regarding providing the security to various branches of all the banks was considered and certain decisions were taken. On the basis of the decisions taken on 27-03-1984, Senior Superintendent of Police of every district in the State of Punjab was supposed to recruit SPOs under Section 17 of the Police Act, 1961. These SPOs were to be deputed to every branch of the bank. No salary was to be paid to the SPOs, but they were entitled for the honorarium of Rs. 15/- per day, which was subsequently enhanced to Rs. 30/- per day by the Superintendent of Police. In compliance of the decision taken on 27-03-1984, the Senior Superintendent of Police, Ferozepur, after taking interviews of workmen appointed them as SPOs in concerned branch of the bank. Accordingly, the honorarium was paid by the bank through Senior Superintendent of Police, Ferozepur. When the services of SPOs were not required, this arrangement was discontinued. The workmen were not the employees of the bank, thus, no question of their termination arises. There was no master-servant

relationship between the workmen and the bank and accordingly, the bank was not obliged to issue any notice to the workmen on discontinuation of their services provided to the bank through Senior Superintendent of Police, Ferozepur.

Both of the parties adduced oral evidence. Certain documents were also filed by the management. Appointment letter issued by the Senior Superintendent of Police, Ferozepur under Section 17 of the Police Act 1961, copy of the judgment dated 09-07-1991 passed in CWP No. 161/98 of Punjab and Haryana High Court, copy of judgment dated 25-11-1993 passed by the Punjab and Haryana High Court in Sukhdev Singh & Others Versus State of Punjab and others, minutes of the meeting between Shri Surender Nath, Advisor to the Governor of Punjab and all the Officers of the banks working in the State of Punjab, dated 27-03-1984 have been filed. In compliance of the decision taken in the meeting, letter written by Inspector General of Punjab, CID Punjab, directing all the Senior Superintendents of Police in Punjab and Superintendent of Police at Kapurthala and Ropar for recruitments of Security Guards and their posting at the various branches of the bank have also been filed by the management.

I have perused the entire evidence, oral and documentary and other materials and record. From the perusal of the documents filed by the management, the issue whether the workmen were the employees of bank can easily be asserted? From the appointment letter, it is clear that the workmen were appointed by Senior Superintendent of Police under Section 17 of the Police Act, 1961, for specific purposes, to provide the security to the banks in the adverse law and order situation in the State of Punjab. These appointment letters were issued on account of the decision taken in the meeting between Shri Surender Nath, the then Advisor to the Governor of Punjab and the Officers of all the banks working in Punjab. Clause IV of the minutes of the decision taken on 27-03-1984 is as follows:

"It will be made plain to all individuals employed on this duty that they are not regular employees of the bank and should not, therefore, harbour in their minds any claim for permanent employment or other concessions which are available to Bank employees. However, as and when a Bank security force is raised, they will be given preference in the matter of recruitment provided they are found fit otherwise and their performance has been upto the mark during this period. Employment as SPO is not a regular Government service. It is only an adhoc arrangement which has been provided in the Police Act to tide over a difficult law and order situation and the money proposed to be paid to them is not a salary but actually an honorarium for meeting out their pocket expenses etc."

As extra force was required for the security and protection of banks in Punjab, due to extremists' activities, it was decided that the recruitment of SPOs shall be made by the Senior Superintendent of Police concerned and an

honorarium shall be paid by the bank through Senior Superintendent of Police. Thus, on perusal of entire materials on record, the following facts are clearly established:—

1. That the workmen were recruited/appointed by Senior Superintendent of Police concerned and not by the management of the bank.
2. That the services of the workmen were provided on the directions of the Senior Superintendent of Police concerned, on account of the decision taken in the meeting dated 27-03-1984 for specific purpose to provide the safety and security to the banks.
3. No pay or salary was determined to be paid but it was decided that honorarium was to be paid to the SPOs @ Rs. 15/- per day, which was thereafter, enhanced to Rs. 30/- per day.
4. The honorarium was paid to the workmen through Senior Superintendent of Police, and it was not paid directly to the workmen.
5. The workmen, SPOs were under the administrative control of the Senior Superintendent of Police and not of the manager of the concerned branch of the bank. The work of the SPO was regulated by the manager of concerned branch of the bank, when the SPO was deputed to the bank for security concern.

The learned counsel for the management by reading the cross-examination of the management has tried to establish direct relationship between the workmen and the management. It was argued by the learned counsel for the workmen that the workmen were terminated from the services by the Manager of the concerned branch and a workman can be terminated when he is working under the administrative control. On going through the entire evidence, oral and documentary collectively, it is clear that Manager of the concerned branch of the bank is neither the appointing authority nor the dismissal authority. He was entrusted the power to supervise the work of the SPO when deputed to the bank for specific purpose regarding the security concern of the bank. The termination letter issued by the Manager of the bank is without the authority of law and it shall be interpreted with reference to the arrangements made in other documentary evidence. When interpreted with reference to the other documents, it is evident that the services of workmen were not terminated but the manager discontinued the practice adopted on the basis of a meeting held on 27-03-1984 between the Officers of the bank and the then Advisor to the Governor of Punjab.

Thus, on the basis of the above discussion, I am of the view that no employer-employee relationship existed between the bank and workmen and it cannot be claimed by the workmen that they were employees of the bank.

Moreover, this issue has been finally decided by Punjab and Haryana High Court in LPA No. 209 of 1992 Gurdeep Singh & Others Versus State of Punjab & Others. While dealing with the cases of the SPOs, the Hon'ble Punjab and Haryana High Court in the said judgment held as under:

“Further, in dealing with this matter, it must be appreciated that special police officers were appointed to deal with a special situation of temporary nature. In appointing them, no regular cadre was constituted. They, of course, constitute a special class, separate and distinct from regular police officers, but they can be no means to be compared to regular police officers in the matter of enrolment, training, discipline or even pay scales.”

Learned counsel for the workmen on the above mentioned case further contended that in this case, the issue of regularization of the services of the workmen was considered. In these references, the issue in question is not regarding the regularization of the services of the workmen, but protection of right to work. I am not inclined to accept the contention of the learned counsel of the workmen because issue of master-servant relationship and employee-employer relationship between the SPOs and the bank was considered and decided finally by the Hon'ble High Court in the said judgment. It is true that previously Single Judge Bench of High Court of Punjab and Haryana directed the State Government to pay the same salary at the same rate, which were being paid to the Guards employed by the banks or the Constables recruited by the State of Punjab, but in Gurdeep Singh's judgment (supra) Hon'ble Division Bench of Punjab and Haryana High Court settled the issue that the SPOs are not entitled for the same pay as that of the Constables in the Police services and Security Guards in the bank services for the reasons mentioned in the judgment. Hon'ble High Court has specifically held that SPOs cannot be treated as Government servants.

Therefore, on the basis of above observations, I am of the view that neither the workmen were recruited nor terminated by the bank. The services of the workmen were provided by the State of Punjab (through the Senior Superintendent of Police concerned) to the bank for a specific purpose regarding the security concern. They were not under the administrative control of the bank, nor were paid the wages by the bank directly. As per the scheme of the State of Punjab, honorarium was paid to them through Senior Superintendent of Police, Ferozepur. Accordingly, there is no doubt to hold that the workmen were not the employees of the bank and they are not entitled to any relief. All the three references are accordingly, answered. Let the Central Government be approached for publication of the award, and thereafter, the files be consigned to the record room.

G. K. SHARMA, Presiding Officer

मई दिल्ली, 13 अक्टूबर, 2009
का.आ. 2509.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की भारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक और इण्डिया के प्रबंधताने के संस्थानोंको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अमन्यायालय नं. 1, चंडीगढ़ के संस्थान (संदर्भ संख्या 125/97) को प्रकाशित करती है, जो केन्द्रीय सरकार ने 12-8-2009 को प्राप्त हुआ था।

[सं. इल-12012/145/96-आई आर (बी-11)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 13th August, 2009

S.O. 2509.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 125/97) of the Central Government Industrial Tribunal/Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 12-8-2009.

[No. I-12012/145/96/JR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
 PRESIDING OFFICER, CENTRAL GOVERNMENT
 INDUSTRIAL TRIBUNAL CUM LABOUR COURT-I,
 CHANDIGARH

Case No. I.D. 125/97

Shri Bal Kishan, R/o. Subhash Nagar, 40/2, Manimajra,
 Chandigarh

Applicant

Versus

The Deputy General Manager, Bank of India, Sector-17,
 Manimajra, Chandigarh

Respondent

APPEARANCES

For the workman Shri V. K. Vashistha

For the Management Shri Gurjeet Lal

Passion 21:00

Government of India by exercising its powers under Section 10 of the Industrial Disputes Act (hereinafter referred to as the Act), in connection No. I-12012/145/96/JR (B-II), dated 15-8-07, referred the following industrial dispute for adjudication to this Tribunal : —

Whether the action of the management of Bank of India rep. through Zonal Manager, Bank of India, Chandigarh in terminating the services of workman

Sh. Bal Kishan, Daily-rated worker employed in the Sector-16, Panchkula Branch of the Bank w.e.f. 24-2-1995 is legal and justified? If not, to what relief the workman is entitled and from what date?"

It is the contention of the workman that he worked with the management of respondent from 19-5-1994 to 24-2-1995 continuously except three days in the month of January, 1995. His services were terminated without notice or retrenchment compensation on 24-2-1995. On the other hand, the management of respondent bank denied that the workman has worked at any point of time in the bank.

During the cross-examination of the workman certain questions were asked by learned counsel for the workman which reflects that workman had worked with the bank for the time he has pleaded. On page No. 2 W.W.1, it is recorded that : —

"It is incorrect to suggest that I have not worked continuously".

It was reply of a suggestion made to the workman. It means the management admitted that the workman worked with it but not continuously. Thus, I am not inclined to accept the contention of the bank that there has been no employer-employee relationship between the workman and the management of the bank. The workman has filed the photocopies of certain vouchers. The witness of the management has admitted that the vouchers are the documents of the bank. It has also been contended that vouchers do not bear the name of any person. The vouchers came from the custody of the workman. Thus, unless proved contrary, it shall be presumed that the documents are related to the services rendered by the workman. Moreover, the bank has failed to prove that the documents relates to some other workman or person, then the workman. Thus, considering the oral and documentary evidence, I am of the view that workman has worked with the management of the bank from 19-4-1994 to 24-2-1995.

I have calculated the period the workman has worked with the management of bank. If Sundays, holidays and all the days are counted, it come to the working of 226 days, the workman was engaged with the bank. As per the documents provided by the workman he has just worked 226 days and has not completed 240 days which is the requirement of the Act, to protect the right to work.

Thus, as per the provisions of the Act, no notice or retrenchment compensation was required before termination of the services of the workman. It is not the contention of the workman that after his termination some fresh persons were recruited and he was not given the chance. Thus there is no force in the claim of the workman, and the reference is accordingly disposed off. The termination of the workman is lawful and he is not entitled for any relief. Let the Central Government be informed for publication of the award, and thereafter, file be consigned.

G.K. SHARMA, Presiding Officer

नई दिल्ली, 13 अक्टूबर, 2009
का.आ. 2510.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ इंडिया के प्रबंधतात्रे के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय स. 1 नई दिल्ली के पंचाट (सदर्म संख्या 59/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-2009 को प्राप्त हुआ था।

[सं. एल-1/2012/9/2007-आई आर (बी-11)]
राजेन्द्र कुमार, डस्कर अधिकारी

New Delhi, the 13th August, 2009

S.O. 2510.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 59/2007) of the Central Government Industrial Tribunal/Labour Court No.1, Delhi now, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 12-8-2009.

[No. L-1/2012/9/2007-IR(B-II)]
RAJINDER KUMAR, Desk Officer

ANNEXURE
BEFORE DR. R.K.YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM-LABOUR COURT NO.1, NEW DELHI
KARKADOOQA COURT COMPLEX DELHI

IN ID. No. 59/2007

Shri Raj Kumar,
3/466, Trilokpuri,
Delhi-91
Workmen
versus
The Zonal Manager,
Bank of India,
New Delhi Zone, Level V, Tower-1,
Jeewan Bharti, Connaught Circus,
New Delhi-110001.

AWARD
Management
both parties are at loggerheads. Management
both parties are at loggerheads. Management
Raj Kumar who was working with the Bank of Baroda, misbehaved himself. A charge sheet was issued to him on 13-4-05. An enquiry was conducted and Enquiry Officer concluded that charges stands proved against him. Relying report of the Enquiry Officer, the Disciplinary Authority inflicted punishment of discharge from services, with superannuation benefits on him and without disqualification for future employment. Raj Kumar felt aggrieved by the order and raised a dispute before the

Conciliation Officer. Since conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal vide order No.L-12012/9/2007 (IR(B-II) dated 10-7-2007 with following terms:

“Whether the action of the management of Bank of India in imposing the punishment of (i) “Censure” in terms of Para 6(h) of the Memorandum of Settlement dated 10-4-2002 and (ii) “Discharge from Bank service with superannuation benefits and without disqualification for future employment” in terms of Para 6 (d) of the Memorandum of Settlement dated 10-04-2002 on Shri Raj Kumar vide punishment order dated 12-05-2005 is legal and just? If not, to what relief the concerned workman is entitled?”

2. The appropriate Government directed the workman to file his claim statement within a period of 15 days from the receipt of the order of the reference. Before this Tribunal despite directions so issued the workman opted not to file his claim statement.

3. Notice was sent to the workman to file his claim statement before the Tribunal on 9th of July, 2009. Notice was received back with the report that Raj Kumar has left the given address. Notice was sent to Raj Kumar at premises No. 3/466, Trilokpuri, Delhi-91 address provided by the appropriate Government in terms of reference. The workman opted not to file his present address before the Tribunal from where he could have been summoned. Therefore, it is evident that the workman left his given address for unknown destination. Under these circumstances the Tribunal could not lay its hands on the workman calling upon him to file his claim statement.

4. Management filed its stand on the terms of reference. It was projected that Raj Kumar committed a misconduct and charge sheet was served upon him on 13-4-05. An enquiry was conducted against him. Enquiry Officer submitted his report, announcing therein that the charges stands proved. The Disciplinary Authority gave him personal hearing and inflicted punishment of discharge from service with superannuation benefits, without any disqualification from future employment. Therefore, out of facts projected by the management, it came to light that services of Raj Kumar were dispensed with by way of punishment. Principles of Natural Justice were followed; when an enquiry was conducted and punishment of discharge was awarded to him by the Disciplinary Authority.

5. Raj Kumar has not come forward to dispute facts projected by the management. Under these circumstances this Tribunal cannot form an opinion that the action of the management in inflicting punishment of discharge from service with superannuation benefit, without disqualification for future employment was illegal and unjust. No illegality of any source can be accorded to the

workman. An award is accordingly passed. It be sent to the appropriate Government for publication.

Dated : 23-7-2009

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 13 अगस्त, 2009

का.आ. 2511.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ बड़ौदा के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 08/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-2009 को प्राप्त हुआ था।

[सं. एल-12011/162/2004-आई आर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 13th August, 2009

S.O. 2511.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, (14 of 1947) the Central Government hereby publishes the award (Ref. No. 08/2005) of the Central Government Industrial Tribunal/Labour Court, Lucknow, now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on 12-8-2009.

[No. L-12011/162/2004-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT: N. K. PUROHIT, Presiding Officer

I.D. No. 8/2005

Ref. No. L-12011/162/2004-IR (B-II) dated: 04-02-2005

BETWEEN

Smt. Anju Devi, W/o Shri Rakesh Kr.,
B-133, Rajiv Nagar, Kanchan Bihari Marg
Kalyanpur, Lucknow

AND

The General Manager, Bank of Baroda,
19, Way Road, Lucknow.

AWARD

22-07-2009

1. By order No. L-120 11/ 162/2004-IR (B-II) dated 04-02-2005 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Smt. Anju Devi, W/o Shri Rakesh Kr., B-133, Rajiv Nagar, Kanchan Bihari Marg, Kalyanpur,

Lucknow and the General Manager, Bank of Baroda, 19, Way Road, Lucknow for adjudication.

2. The reference under adjudication is:

“Whether the action of the management of Bank of Baroda, Lucknow in terminating Smt. Anju Devi and not allowing her to continue in service as temporary safai karamchari after 20th July, 2002, consequent upon merger of the Banaras State Bank Ltd. with Bank of Baroda were she claimed to have been working with erstwhile Benaras State Bank Ltd. during the period from 20-10-1992 to 19-07-2002. If not, what relief is the disputant concerned is entitled?”

3. The case of the workman, in brief, is that she was engaged by the erstwhile Benaras State Bank Limited, Regional Office, Lucknow w.e.f. 20-10-1992 on the post of temporary sweeper and worked as such with initial salary of Rs. 440 per month continuously up to 20-07-2002 when she was not allowed to work consequent to merger of the Benaras State Bank Limited with the Bank of Baroda. She has also submitted that termination of her services was against the provisions of Chapter V para 8 of the Amalgamation Scheme, which provided that transferor bank shall continue in service and be deemed to have been appointed in the transferee bank at the same remuneration and on the same terms and conditions of service as were applicable to such employees immediately before the close of business on 22nd January, 2002. It has been submitted by the workman that she worked continuously for more than 11 years with the Benaras State Bank Limited and was getting salary @ Rs. 740 at the time of termination of her services; hence she was entitled to get protection of Section 25-F of the I.D. Act, 1947. It has been alleged by the workman that some of the juniors are still in employment with the bank and also, the Bank of Baroda had made payment amounting to Rs. 469 towards salary for the month of July, 2002, which shows that well in the knowledge of the Bank that she was on the rolls of erstwhile Benaras State Bank Limited. Accordingly the workman has prayed that she be reinstated in the Bank of Baroda with all consequential benefits.

4. The management of the Bank of Baroda has filed its written statement denying the averments made the workman in her statement of claim. It has been submitted by the management that the workman was engaged by the erstwhile Benaras State Bank Ltd. which was not in the knowledge of the Bank of Baroda at the time of amalgamation, hence has denied the date of her engagement and continuance without any break. Further, it has been submitted by the Bank that in terms of Chapter V para 8 of the Amalgamation Scheme all the employees of transferor bank were allowed to continue their service and were deemed to have been appointed in the transferee Bank; accordingly, all the employees whose names find place in

the list provided by the erstwhile Benaras State Bank Ltd. were allowed to continue in terms of the Scheme and since the name of the workman was not existing in the list of employees of the erstwhile Benaras State Bank Ltd. being a temporary part time workman, therefore, there arise no question of either allowing or not allowing her to continue in the services of the Bank or violation of any of the provisions of Amalgamation Scheme or I. D. Act. As regard payment of Rs. 469 the management of the Bank has submitted that on receipt of an application from the workman addressed to the Regional Manager, erstwhile Benaras State Bank Ltd., the genuineness of the claim of the workman was checked and it was found that the workman had worked with erstwhile Benaras State Bank Ltd. for 19 days in July, 2002 before the Amalgamation, therefore, she was paid accordingly; whereas it has denied of continuing any other employee junior to the workman. Thus, the management of the Bank of Baroda has prayed that claim of the workmen be rejected out rightly.

5. The workman has submitted its rejoinder wherein apart from reiterating the facts already stated in the statement of claim it has specifically mentioned that one similarly situated employee Shri Shailendra Kumar Bharti, who was working in the Cantt Branch of the bank, though junior to the workman, was not only retained by the opposite party but later his, services were regularized.

6. The parties filed documentary evidence in support of their respective case. The workman examined herself whereas the opposite party examined Sh. Ravish Chandra, Officer, Bank of Baroda to sustain their case. Both the parties filed written argument apart from oral submissions.

7. Heard learned representatives of both parties and perused entire material on record.

8. The learned representative on behalf of the workman that the workman remained in service of erstwhile Benaras State Bank Ltd., and rendered her services more than 11 years continuously from 20-12-92 to 20-7-2002 and had worked more than 240 days in every year but her services have been terminated in violation of Section 25F of the ID. Act. He has further contended that in Para 8 of Chapter 5 of the amalgamation scheme, there is clear provision to the effect that all of the employees of transferee bank shall continue in service and were deemed to have been appointed in the transferee bank at the same remuneration and on the same terms and conditions of the service as were applicable to such employees immediately closed of the business on erstwhile Benaras State Bank Ltd., on 22-1-2002. He has also contended that Sri Shailendra Kumar Bharti, who was junior to workman is still continue with the transferee bank. Bank of Baroda and this fact has been admitted by the witness of the management. The bank has adopted unfair labour practice of depriving the workman with status of permanent workman. In support of his contention he has placed reliance on following case laws;

1. 1976 AIR SC 1111 :SBI vs Sundra Money
2. 1989 SCC (L&S)565: Narottam Chopra Vs Presiding Officer, Labour Court and others.
3. 2008 (117) FLR 408 Full Bench Guj. H.C. Tourism Corpn. Of Gujarat Ltd. Vs Kalu Valji Jethwa
4. 2008 (119) FLR 398 SC'Divisional Manager, New India Assurance Co. Ltd. Vs A.Sankaralingam.

9. Per contra, the learned representative on behalf of the bank has vehemently argued that the workman was a part time Safai Karmchari in the erstwhile Benaras State Bank Ltd. and used to come in office for only for 1 or 2 hours and her name was not in the attendance register of the erstwhile Benaras State Bank Ltd. She was not workman as per definition of the workman under the I.D. Act. There was no employer employee relationship between the Bank of Baroda and the workman Smt. Anju Devi. She was never employed or engaged by the Bank of Baroda, therefore, there arises no question of her termination of his service by Bank of Baroda. He has further urged that the name of the workman was not in pay roll of the erstwhile Benaras State Bank Ltd., therefore, as per amalgamation scheme she was not taken on rolls of the Bank of Baroda. He has also submitted that except her own statement, the workman have not submitted any documents to establish that she had worked for more than 240 days. He has also submitted that premises where she was engaged as part time job worker, ceased to function and exist and premises was closed therefore, her discontinuation can not be termed as retrenchment. He has placed reliance on.

“Managing Director, Haryana Seeds Development Corpn. Vs Presiding Officer AIR 1997 page 3086 and others and 2006 (110) FLR page 548 Surendra Nagar Distt. Panchayat & an other vs Ganga Ben Lalji Bhai & others.”

10. I have given my thoughtful consideration on rival submissions of both the sides.

11. Admittedly, the workman was a part time sweeper erstwhile Benaras State Bank Ltd., went into Moratorium and vide extra ordinary Gazette Notification dtd. 19-6-2002 a scheme of amalgamation of the erstwhile Benaras State Bank Ltd., with the Bank of Baroda with certain terms and conditions was sanctioned and the erstwhile Benaras State Bank Ltd., seized to exist and function w.e.f. 20-6-2002.

12. Sub para 8 of the Chapter 5th of the Amalgamation Scheme reads as under;

Continuation of services of the employees:

- (1) All the employees of transferor bank shall continue in service and be deemed to have been appointed in the transferee bank at the same remuneration and on the same terms and conditions of service, as were applicable to such employees immediately before the close of business on the 22 January, 2002.

Provided that the employees of the transferor bank, who have by notice in writing given to the transferor or the transferee bank at any time before the expiry of one month next following the date on which the scheme has been sanctioned by the Central Government, intimated their intention of not becoming employees of the transferee bank, shall be entitled to the payment of such compensation, if any, under the provisions of the Industrial Disputes Act, 1947 (14 of 1947) and such pension, gratuity, provident fund and other retirement benefits as may be ordinarily admissible under the rules of authorizations of the transferor bank as in force immediately before the close of business on 22 January 2002.

- (2) The transferee bank shall, in respect of the employees of the transferor bank who are deemed to have been appointed as employees of the transferee bank, be deemed also to have taken over the liability for them of retrenchment compensation in the event of their being retrenched while in the service of the transferee bank on the basis that their service has been continuous and has not been interrupted by their transfer to the transferee bank.
- (3) The transferee bank shall, on the expiry of a period not longer than three years from the date on which the scheme is sanctioned, pay or grant to the employees of the transferor bank, whose services are continued the transferee bank under sub paragraph (1) the same remuneration and the same terms and condition, rank or status of the transferee bank subject to the qualifications and experience of the said employees of the transferor bank being the same as or equivalent to those of such other employees of the transferee bank."

13 Upon a perusal of the above para 8 of the amalgamation scheme, it is evident that employees of transferee bank shall continue in the services and be deemed to have been appointed in the transferee i.e. Bank of Baroda.

14. The workman Smt. Anju Devi has stated that she was working in the erstwhile Benaras State Bank Ltd., as temporary Safai Karmchari. Initially she was being paid Rs.440 per month subsequently that amount enhanced to Rs.740 per month. The management witness Sri Ravish Chandra has admitted that workman Smt. Anju Devi was working in the erstwhile Benaras State Bank Ltd., as casual worker. He has stated that she used to work from 9-9.15 AM to 10-10.30 AM. In 2008(119) FLR 398 the question under consideration was whether the respondent who was appointed as sweeper cum water carrier in the office of appellant and was employed on part time basis, is

a workman under Section 2(s) of the I.D. Act. Hon'ble Apex Court has held that a part time workman is covered within definition & Section 2(s) of the Act and such workmen are entitled to the benefit of continuous service under Section 25 B and the benefit of Section 25F of the Act. Thus, in the light of said principle laid down by Hon'ble Apex Court, the contention of the learned representative on behalf of the bank that as a part time sweeper she was not a workman under Section 2(s) is not sustainable.

15. The case of the workman is that she had worked continuously in the erstwhile Benaras State Bank Ltd., from 20-10-92 to 19-7-02 as part time sweeper. The learned representative on behalf of the bank has submitted that except her own statement on oath, there is no other oral or documentary evidence to substantiate her statement that she had continuously worked for the said period. It is true that except the affidavit of the workman, there is no documentary evidence on the record to establish that the workman had worked continuously from 20-10-92 to 19-7-02 but the management witness Sri Ravish Chandra, Accounts Officer has admitted in his cross examination that when he was posted in 1997 in the erstwhile Benaras State Bank Ltd., the workman was working there and from 1997 to the date of amalgamation, the workman had worked in the erstwhile Benaras State Bank Ltd. Therefore, it is established from the evidence of the management witness that she was continuously working there as part time sweeper since 1997 and she had worked more than 240 days during that period in preceding twelve months from the date of alleged disengagement.

16. It is also admitted case of the management that on receipt of claim for payment of 19 days the same was paid to the workman vide cheque dt. 12-4-03 and the said payment was made for the period 1-7-02 to 19-7-02 by the Bank of Baroda. The amalgamation scheme was sanctioned vide Notification dt. 19-6-2002 and the erstwhile Benaras State Bank Ltd., was merged with the Bank of Baroda w.e.f. 20-6-2002 and subsequent to the said amalgamation, the Bank of Baroda has paid the wages of the workman from 1-7-2002 to 19-7-2002.

17. The contention of the learned representative on behalf of the bank is also not tenable that the employees whose names find place in the list of the erstwhile Benaras State Bank Ltd., were continued in the Bank of Baroda in terms of the scheme and were deemed to have been employed. Since the name of the workman was not on the rolls of the erstwhile Benaras State Bank Ltd., as she was working only as part time sweeper therefore, under amalgamation she cannot be deemed to have been employed by the Bank of Baroda. As soon as the original office of erstwhile Benaras State Bank Ltd., seized to exist, the function of temporary part time job of the workman also came to an end. Admittedly, the workman was working as part time sweeper in the erstwhile Benaras State Bank Ltd., on the said date.

18. Para 8 of the amalgamation scheme envisages that all the employees of transfer bank shall continue in service be deemed to have been appointed in the transferee bank at the same remuneration and on the same terms and conditions of the service as were applicable on 22-01-02. As stated earlier though the workman was a part time sweeper but she was workman within the definition under Section 2(s) of the I.D. Act. It is also established from the evidence of the management witness that since 1997, she was continuously working in the erstwhile Benaras State Bank Ltd. It is also established that from 1-7-02 to 19-7-02 the payment of the workman have been paid by the transferee bank, i.e. the Bank of Baroda for the period from 1-7-2002 to 19-7-2002 after amalgamation. In amalgamation scheme there is no clause on the basis of which it can be inferred that workman under section 2(s) should not be considered as an employee of the transferee bank & as per Hon'ble Apex Court verdict part time worker is also workman under section 2(s) of the I.D. Act, therefore, the workman should have been deemed to be appointed by the transferee bank at the same remuneration and same terms and conditions as were applicable on 22-1-02.

19. As per principle laid down the Hon'ble Apex Court in 2008 (119) FLR 398 part time workman would be covered within the definition the Section 2(s) of the Act and he would be entitled to benefit of continuous service under section 25B and the benefit of Section 25F of the Act. In AIR 1996 SC 1111 Hon'ble Apex Court has observed that termination for any reason whatsoever in Section 2(oo) are the key words whatever the reason, every terminations spells retrenchment. Once it is established that the workman had worked for more than 240 days in the stipulated period, their services can not be terminated without compliance of Section 25F of the I.D. Act. It is not the case of the Bank that any notice or compensation in lieu of notice was ever given to the workman before her disengagement.

20. This contention of the learned representative on behalf of the Bank is also not tenable that in the case of closure under section 25(o) of I.D. Act provision of Section 25F are not applicable. In the instant case, the closure is not under section 25(o) of the I.D. Act. It is a case of amalgamation of erstwhile Benaras State Bank Ltd., with Bank of Baroda & as per scheme of amalgamation the employees of the erstwhile Benaras State Bank Ltd., have been deemed to be the employee of the Bank of Baroda. Therefore, on the ground of merger erstwhile Benaras State Bank Ltd., it can not be said that provision of Section 25F are not applicable.

21. It is established that workman had worked for more than 240 days during preceding twelve months from the date of her disengagement i.e. 20-7-2002 and as per definition of the workman under section 2(s) of the I.D. Act, she is workman. It is as established that even after amalgamation of the erstwhile Benaras State Bank Ltd. with Bank of Baroda, the payment of wages for the period 1-7-2002 to 19-7-2002 has been made by the Bank of Baroda.

Thus, action of the Bank in not allowing the workman to continue in service as temporary Safai Karamchari after 20-7-2002 is unjustified & in violation of Section 25F of the I.D. Act, but while giving relief this fact can not be ignored that she was working only as part time sweeper. The nature of job, the period during which she was working as part time worker and keeping in view the fact that erstwhile Benaras State Bank Ltd., where she was working, is merged with the Bank of Baroda on the basis of amalgamation scheme and having regard to all the facts and circumstances of the case instead of reinstating her as temporary Safai Karmchari or part time sweeper the interest of justice will be subserved by paying compensation to the workman instead and in place of relief of reinstatement in service.

22. In (2005) 5 SCC 591 : 205 SCC (L&S) 716 between Haryana Roadways V. Rudhan Singh Hon'ble Apex Court while considering the question regarding award of back wages has observed;

There is not rule of thumb in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25F of the Act, entire back wages should awarded..... However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. Another important factor, which required to be taken into consideration, is the nature of employment. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calander year.

23. In 2008(119) FLR 877 Deepak Ganpat Tari V.N.E. Theater Pvt. Ltd. Hon'ble Bombay High Court relying on the Hon'ble Apex Court's judgement in 2008 (117) FLR 1086 (SC) AP V. K. Brahmandanadam 2008 (118) FLR 376 (SC) Telephone DM Vs Keshab Deb 2006 (111) FLR 1178 (SC) JDAV. Ram Sahai, while awarding compensation to the concerned workman considering his daily wages and in view of the period of service, has observed.

"It is apparent that termination of services of a daily wager does not amount to retrenchment and for violation of Section 25F in such circumstances, the employee cannot be given benefit of reinstatement with continuity and back wages. Hon'ble Apex Court has held that in such circumstance employee is entitled to benefit of compensation only."

24. In the light of principle laid down in aforementioned case laws and having regard to entire facts and circumstances of the case the ends of justice would meet by paying compensation to the workman instead and in place of relief of reinstatement in service.

25. Since the action of management of Bank of Baroda in disengaging the workman and not allowing her

to continue in service as temporary Safai Karmchari is not justified, the workman is entitled to get a sum of Rs. 7000 (Rs. Seven Thousand Only) as compensation from the Bank concerned. The said amount should be paid to the workman within 8 weeks from the date of publication of the award failing which the same shall carry interest @ 8% per annum.

26. The reference under adjudication be answered accordingly.

27. Award as above.

Lucknow
22-7-2009

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 13 अगस्त, 2009

का.आ. 2512.—औद्योगिक विवाद अधिनियम, 1947 (1947

का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ बड़ौदा के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ में खाली 11/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-2009 को प्राप्त हुआ था।

[सं. एल-12011/283/2003-आई आर (बी-II)]

राजिंद्र कुमार, डस्ट्रक्ट अधिकारी

New Delhi, the 13th August, 2009

S.O. 2512.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 11/2006) of the Central Government Industrial Tribunal, Lucknow now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 12-8-2009.

[No. L-12011/283/2003-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

Present : N. K. Purohit, Presiding Officer

I.D. No. 11/2006

BETWEEN

Shankar Lal S/o Mohan Lal
R/o Village Paraspur, Post Jawai,
Distt. Raibareilly.

AND

1. Shri Ulhas Shanker
Assistant General Manager
Bank of Baroda
Regional Office
19, Way Road,
Lucknow

2. Shri S. K. Paul
Bank of Baroda
FGUTPP Branch,
Unchahar, Raibareilly-229406.

AWARD

21-7-2009

1. By order No. L-12011/283/2003-IR(B-II) Dated 3-3-2004 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the General Secretary, Bank of Baroda Staff Association UP, Madhav Bhawan, 15/222-A, Civil Lines, Kanpur (U.P.) (Espousing cause of Shri Shankar Lal) and the Asstt. General Manager, Bank of Baroda, Regional Office, 19, Way Road, Lucknow for adjudication. The said reference order was registered as I.D. No. 39/2004 and during the pendency of the said industrial dispute the workman, Shankar Lal filed present application under Section 33 of the Industrial Disputes Act, 1947.

2. The case of the workman in brief is that an industrial disputes under Section 10 of the I.D. Act is pending before this Tribunal and the opposite parties i.e. management of the Bank of Baroda during pendency of the reference for adjudication before this Tribunal has wrongfully, illegally and in most arbitrary manner has changed his service conditions whereby has violated provisions contained in Section 33 of the I.D. Act.

3. It has been submitted by the workman that earlier up to December, 2005 he has getting $\frac{1}{4}$ scale wages under salary head, which purports that he was an employee of the Bank; but the management of the Bank, during the pendency of said industrial dispute, has discontinued the practice and has started payment of wages as labour charges under 'Sundry Head' instead of 'Salary Head'. This has led to change in service condition of the workman from an employee of the bank to the outside labour by change of mode of payment of wages under head 'Salary' to 'Sundry'. Accordingly, the workman has prayed that some suitable order be passed.

4. Per contra the management of the Bank of Baroda has disputed the claim of the workman's union by filing its written statement wherein it has submitted that since the workman was never appointed in the bank in any cadre whatsoever, rather he was engaged by the branch without sanction of the Competent Authority as casual labour on part time basis as stop gap arrangement and this does not make him entitled to claim any benefit from bank. It has been submitted by the Bank that the employees of the bank who are appointed by following recruitment rules are being paid from 'Salary Head' whereas remuneration whatsoever paid to the workman is for the work being done by him as casual labour therefore same is being paid

from Sundry Charges, hence, there is no change in service conditions or violation of any of the provisions of the LD Act as alleged by the workman. Accordingly the management of the Bank has prayed to reject the application of the workman being not maintainable.

5. The workman's union has filed rejoinder whereby it has only reiterated his averments in the statement of claim and has not introduced any new fact.

6. After submission of documentary evidence in support of their respective cases by the parties, the workman was given opportunity to lead evidence in support of its averments, but on the date fixed, the workman did not forward any evidence in support of his case rather filed application for withdrawal of case (W-31), along with affidavit of the workman (W-32); accordingly, the authorized representative of the management stated not to adduce any evidence in rebuttal.

7. Heard the representative of the parties and perused entire evidence on record.

8. The workman in its affidavit (W-32) has stated that a settlement has been arrived between the union of the workman and bank on 18-03-2008 regarding regularization of the workmen and the bank has agreed upon to regularize the workman, which is admitted to the authorized representative of the bank to the extent that a settlement has been arrived between the union of the workmen and bank on 18-03-2008 regarding regularization of the workmen. As regard Bank's agreement to regularization workman is concerned it has been submitted by the authorized representative of the management that the management of the bank has to regularize only those workmen whose name finds reference in the said settlement subject to fulfillment of certain conditions. Since list of workmen and copy of the said settlement is not on the record, therefore, whether, the name of workman finds reference in the settlement or not is to be verified. The workman has stated that since his union in view of the settlement, has already submitted that there is no need to proceed with the industrial dispute pending before it for adjudication i.e. I.D. No. 39/2004 and accordingly, has expressed its willingness to withdraw the dispute with the leave of the Tribunal, therefore, the present application under Section 33 A of the I.D. Act may also be allowed to be withdrawn.

9. It is well settled that if a party challenges the legality of an action, the burden lies upon him to prove illegality of the action of the management and if no evidence is produced the party invoking jurisdiction of the Court must fail. In the instant case the burden was on the workman to prove that the action of the management of Bank of Baroda in changing his service condition during pendency of reference under adjudication before this Tribunal, was

illegal and unjustified. The workman does not want to adduce any oral evidence in support of their case. However, the workman concerned has requested for leave of the Tribunal to withdraw the case vide affidavit dated 14-7-2009 (W-32), stating therein that a settlement has been arrived between the union of the workman and bank on 18-3-2008 regarding regularization of the workmen and the bank has agreed upon to regularize the workman in respect of I.D. No. 39/2004; and accordingly, there is no need to proceed with the present application under Section 33 of the I.D. Act as grievances of the workman stands redressed. Thus, the representative of the workman's union has prayed to pass suitable orders.

10. Although provisions of withdrawal of suits under Order 23 Rule 1 CPC are not applicable in the matter of industrial disputes under ID Act but, in view of the submissions of the workman's union for withdrawal of the case, there is no grievance left with the workman. Resultantly, no relief is required to be given to the workman concerned. The application under Section 33 of the Industrial Disputes Act, 1947 is decided accordingly.

11. Award as above.

Lucknow, the 19th August, 2009
21-07-2009

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 19 अगस्त, 2009

का.आ. 2513.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रीजनल प्रोविडेंट फंड कमिशनर के प्रबंधर्ता के संबंध नियोजकों और उनके कमिकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चंडीगढ़ के पंचायत (संदर्भ संख्या 60/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-8-2009 को प्राप्त हुआ था।

[स. एल-42011/66/99-आई आर (झी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 19th August, 2009

S.O. 2513.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 60/2000) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Regional Provident Fund Commissioner and their workman, which was received by the Central Government on 19-8-2009.

[No. L-42011/66/99-IR(DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
NO. I, CHANDIGARH

Case No. I.D. 60/2000

General Secy.

Employees President Fund Staff Union
House No. 316, Sector 30-A,
Provident Employees Colony,
Chandigarh

...Applicant

Versus

The Regional Provident Fund Commissioner
Sector-17E,
Chandigarh

...Respondent

APPEARANCES

For the workman : Shri Vijay Sharma

For the Management : Shri S. K. Aggarwal

AWARD

Passed on 31-7-2009

Central Government vide notification No. L-42011/66/99-IR(DU), dated 27-1-2000, has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the Regional Provident Fund Commissioner, Chandigarh in denying the under mentioned three demands of the Employees Provident Staff Union, Chandigarh is legal and justified ?

Demand No. 1

Stoppage of harassment and victimization of staff members as well as activities of the Union-revocation of Acts of victimization against the office bearers of the union.

Demand No. 2

Equal distribution of work among dealing hands particularly in Accounts Section and providing staff strength as per norms.

Demand No. 3

Obtaining immediate sanction of competent authorities for creation of additional staff in accordance with the work load as on 3-3-97 in various cadres including Class ‘D’ staff for ensuring better services to E.P.F. subscribers.

“If not to what relief the Union entitled to?”

2. Case taken in lok Adalat. It is settled between the parties that there was no alleged harassment and victimization of the staff members of the Union and officer bearer of the Union. It is further settled that proper distribution of work amongst the staff will be assured and the competent authority has already recommended the creation of post, once again a reminder/efforts shall be made to the competent authority for creation of post as per

the strength of the work. In view of the above settlement, the Union withdraw the present reference in Lok Adalat. Central Government be informed. File be consigned.

Chandigarh

31-07-2009

G. K. SHARMA, Presiding Officer

नई दिल्ली, 19 अगस्त, 2009

का. आ. 2514.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार पी जी आई एम ई आर, चण्डीगढ़ के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 1343/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-8-2009 को प्राप्त हुआ था।

[सं. एल-42012/43/2007-आई आर(डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 19th August, 2009

S. O. 2514.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.1343/2007) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of PGIMER, Chandigarh and their workman, which was received by the Central Government on 19-8-2009.

[No. L-42012/43/2007-IR (DU)]

SURENDERA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH

Case No. I.D. 1343/2007

Shri Ravi Kumar, S/o Shri Charan Dass, H.No. 2764, Sector 20/C, Chandigarh.

....Applicant

Versus

1. The Medical Superintendent, Nehru Hospital, PGIMER, Sector 12, Chandigarh.
2. M/s A. N. Kapoor Janitors (P) Ltd., room No. 32, Nehru Sarai, PGIMER, Sector 12, Chandigarh.
3. The Director, PGIMER, Sector 12, Chandigarh.

....Respondent

APPEARANCES

For the Workman : Sh. R. K. Singh

For the Management : Shri M. M. Putney

AWARD

Passed on 27-7-09

Central Government vide notification No. L-42012/43/2007-IR (DU) Dated 30-11-07 has referred the following dispute to this Tribunal for adjudication :—

“ Whether the action of the Management of M/s. A. N. (Janitors) Pvt. Ltd. a contractor of the Nehru Hospital, PGIMER, in terminating the services of their workman Shri Ravi Kumar w.e.f. 5-1-2007, is legal and justified ? If not, to what relief the workman is entitled to ? ”

2. Case taken up in Lok Adalat. After long discussion, the workman withdraw his reference on the condition that when ever any contract for any work will be available to the contractor Shri A.N. Kapoor, the workman will be provided with the work of the same nature on which he was working on priority. In view of the above settlement the present reference is disposed off as settled. Central Government be informed. File be consigned.

Chandigarh.
27-7-2009

G. K. SHARMA, Presiding Officer

नई दिल्ली, 19 अगस्त, 2009

का. आ. 2515.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय यैस अनुसंधान संस्थान के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 111/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-8-2009 को प्राप्त हुआ था।

[सं. एल-42012/247/99-आई आर(डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 19th August, 2009

S. O. 2515.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 111/2000) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Institute for Research on Buffaloes and their workman, which was received by the Central Government on 19-8-2009.

[No. L-42012/247/99-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH

Case No. I.D. I11/2000

Shri Rameshwar S/o Shri Sher Singh, H. No. 353/252, Ward No. 8, Old Station, Matawali Padawb Mohalla, Gujran, Hissar-125001.

.....Applicant

Versus

The director, Central Institute for research on Buffaloes, Hissar-125001.

....Respondent

APPEARANCES

For the Workman : Sh. Sandeep Bhardwaj

For the Management : Sh. R. K. Sharma

AWARD

Passed on 4-8-09

Government of India vide notification No. L-42012/247/99-IR (DU) Dated 17-2-2000 by exercising its powers under Section 10 of Industrial Disputes Act (hereinafter referred as an Act) referred the following industrial dispute for adjudication to this Tribunal :—

“ Whether the action of the Director, Central Institute for Research on Buffaloes (ICAR), Hissar (Haryana) in terminating the services of Shri Rameshwar S/o Shri Sher Singh, daily rated workman w.e.f. 28-3-1998 is legal and justified ? If not, to what relief the workman is entitled and from which date ? ”

It is the contention of the workman that he was engaged as daily waged Chowkidar on 3-9-89 by the respondent. His services were terminated on 1-9-1991 without any notice or retrenchment compensation. On 18-9-91 a demand notice was served and on account of failure of conciliation report, in the office of the ALC (Rohtak), the Government of India referred the reference to this Tribunal which was registered as ID No. 132/1993. During the pendency of this reference, a settlement was entered between the management and union of workers in which it was agreed that all the workers whose cases are pending in the Court shall be taken to the work subject to with drawing of cases.

The workman withdrew the case and he was reinstated into the services as Chowkidar on 16-7-1997. The services of the workman were again terminated on 27-3-98 to prevent him to complete 240 days of work in the preceding year from the date of the termination. The

workman has mentioned some dates falling on holidays he worked without any wages. No compensatory leave in lieu of work on holidays were given. The act of the management is unlawful labour practice as his services were terminated against the terms of settlement between the parties while this settlement was in operation.

The management challenged its nature as industry. The facts as such have not been denied except that no unlawful act was done by the management. It is contended that on some of the holidays work was taken by the management and the wages were paid. The workman has not completed 240 days of work in the preceding years from the date of his termination.

First of all, it will be proper to answer the preliminary objection raised by the management that it is not an industry.

The term 'industry' has been defined in Section 2 (j) of the Act, to mean any business, trade, undertaking, manufacturing or calling upon employers and includes any calling, services, employment, handicraft or industrial occupation or avocation of workmen. In Bangalore Water Supply and Sewerage Board Vs. A. Rajappa and others AIR, 1978 Supreme Court 548, seven Judges Bench of Hon'ble the Apex Court has defined the word 'Industry'. As per the above mentioned law laid down by the Apex Court, industry has defined in Sub-section 2 (j) as a wide term and import as :-

- (a) Where there is (i) systematic activity, (ii) organized by co-operation between employer and employee (the direct and substantial element is chimerical), and (iii) for the production and /or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious but inclusive of material things or services geared to celestial bliss), prima facie, there is an industry in the enterprise.
- (b) Absence of profit motive or gainful objective is irrelevant, be the venture in the public, joint, private or other sector.
- (c) The true focus is functional and the decisive test in the nature of the activity with special emphasis on the employer-employee relations.
- (d) If the organization is a trade or business it does not cease to be one because of philanthropy animating the undertaking.

Thus, the test (specially triple test) referred and relied upon by Hon'ble the Apex Court in Bangalore Water Supply case (supra), are necessary to qualify any institution to be an industry.

Regarding the sovereign functions, Hon'ble the Apex Court in Bangalore Water Supply Case (supra), has held

that sovereign functions strictly understood cannot alone qualify the exemption, nor the welfare activities or economic advantage undertaken by government or statutory bodies. Even in departments discharging sovereign functions, if there are units which qualified to be the industry and they are substantially sevral then, they can be considered to come within Section 2 (J) in the definitions of Industry.

On the basis of the nature of work carried on by the management of respondent, the respondent is an industry. As per the law laid down by the Supreme Court in Bangalore Water Supply Case every research institute cannot seek exemption from the term industry.

Moreover, if any research institute have number of units, as per the law laid down by the Apex Court in Bangalore Water Supply Case (supra), one unit may come within the definition of industry, whereas, another unit on the basis of the functions discharge and activities carried on, can seek exemption. Thus, on the basis of the functioning of the respondent and the work which was discharged by the workman, assigned to him by the management, I am of the view that as per the ratio of the judgment of the Supreme Court in Bangalore Water Supply Case (supra), the management is an industry.

It is true that workman has not completed 240 days of work in the preceding year from the date of his second termination. But this is not the issue in this reference. The issue is that the services of the workman were terminated on 18-9-1991 and during the pendency of an industrial dispute I.D. No. 132/1993, before this vary Tribunal, there was a settlement between the union of the workman and the management. On the basis of the settlement the services of the workman were reinstated on 16-7-1997, but reasons known to the management his services were terminated once again on 27-3-1998. It is the contention of the workman that his services were terminated to prevent him to complete 240 days of work and by doing so the management prevented the workman from the legislative embargo for the protection of the right work.

The law relating to the out of Court settlement is mentioned under Section 18 and 19 of the Act. Section 18 (1) of the Act reads as under :—

"A settlement arrived at by agreement between the employer and workman otherwise than in the course of conciliation proceeding shall be binding on the parties to the agreement".

Sub-section 3 of Section 18 reads as under :—

"A settlement arrived at in the course of conciliation proceedings under this Act [or an arbitration award in a case where a notification has been issued under sub-section (3A) of Section 10A] of [an award of a Labour Court, tribunal or National Tribunal] which has become enforceable shall be binding on :—

- (a) All parties to the industrial dispute ;
- (b) All other parties summoned to appear in the proceedings as parties to the dispute, unless the Board, (arbitrator) (Labour Court, Tribunal or National tribunal), as the case may be, records the opinion that they were so summoned without proper cause ;
- (c) where a party referred to in clause (a) or clause (b) is an employer, his heirs, successors or assigns in respect of the establishment to which the dispute relates ;
- (d) where a party referred to in clause (a) or clause (b) is composed of workmen, all persons who were employed in the establishment or part of the establishment, as the case may be, to which the dispute relates on the date of the dispute and all persons who subsequently become employed in that establishment or part.

The cumulative effect of the legislative provisions mentioned under Section 18 (1) and (3), it is clear that a settlement entered between the parties otherwise than in conciliation proceedings has to be honored by the parties. The period of enforceability of settlement is mentioned in Section 19 of the Act. Sub-section 1 & 2 of Section 19 reads as under :—

Section 19 (1) :- "A settlement shall come into operation on such date as is agreed upon by the parties to the dispute, and if no date is agreed upon, on the date on which the memorandum of settlement is signed by the parties to the dispute.

(2) "Such settlement shall be binding for such period as is agreed upon by the parties, and if no such period is agreed upon, for a period of six months (from the date on which the memorandum of settlement is signed by the parties to the dispute), and shall continue to be binding on the parties after the expiry of the period aforesaid, until the expiry of two months from the date on which a notice in writing of an intention to terminate the settlement is given by one of the parties to the other party or parties to the settlement.

The life of this settlement as per the provisions of sub-section 2 of Section 19 is the period given in the settlement itself. If no party is given, the life of settlement is six months during which it cannot be set aside by any unilateral act of any party. Any of the party is at liberty after the period of six months to give two months notice for termination of the settlement.

In this reference, the services of the workman were terminated after six months. But intention of the legislation

is very well clear from the plain reading of Section 19 (2) that even after six months the settlement will be binding on the parties and any party who chooses to set off the settlement has to give two months notice to other party showing his intention for termination of settlement. In this case no such notice was given by the respondent, which made the settlement binding upon both of the parties even after six months.

The intention of the management is very well clear that to frustrate the proceedings in ID No. 132/93, it entered into a settlement to provide the services to all the workman whose cases were pending. When the workman withdrew from the cases the settlement was enforced by the management and services of the workman were reinstated. But just after six months his services were again terminated without notice, one month wages in lieu of notice or retrenchment compensation. It is unlawful labour practice as well as the violation of the provisions of Section 18 and 19 of the Act.

Moreover, in his evidence Shri Anil Bihari, M. W. I. has admitted that the persons engaged after the engagement of the workman are still working. It is the violation of the rule of first come last go. On the basis of the above observation, I am of the view that the termination of the workman was void and illegal being against the provisions of the Act. Juniors to workman were retained in service (as admitted by M.W.I.), whereas, the services of the workman were terminated. The management has failed to honor the settlement and is guilty of the violation of the provisions of Section 18 and 19 of the Act.

Wherever, it comes of the notice of the Tribunal that the termination of the workman is void and illegal, there are two possible remedies available. Firstly, the management may be directed to reinstate the workman with or without back wages, and secondly, the workman may be compensated by a reasonable amount of compensation based on reasonable criteria. It is a sound principle of service jurisprudence that priority should be given for protection of right to work and in exceptional circumstances like where there is no work available with the management, the workman may be ordered to be compensated by a reasonable amount of compensation. In this case, admittedly (statement of M.W.I) the work is available whole of the year. Under such circumstances, it will be proper to direct the management to reinstate the services of the workman with full back wages. As stated earlier, the management has deliberately in violation of the provisions of Section 18 and 19 of the Act, failed to honor the settlement entered into between both of the parties and terminated the services of the workman to prevent him to complete 240 days, which is an unlawful labour practice. Accordingly, the

management is directed to reinstate the services of the workman within one month from the date of the publication of the award with full back wages. Let Central Government be informed for publication of the award, and thereafter, file be consigned.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 19 अगस्त, 2009

का. आ. 2516.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार द्वारा संचार विभाग के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 9/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-8-2009 को प्राप्त हुआ था।

[सं. एल-40012/28/98-आई आर(डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 19th August, 2009

S. O. 2516.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 9/99) of the Central Government Industrial Tribunal -cum -Labour Court, No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 19-8-2009.

[No. L-40012/28/98-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH

Case No. I. D. 9/99

Shri Ravinder Kumar, S/o Shri Ram Lal, V & P.O. Basdehra,
Teh & Distt. Una (H.P.)

....Applicant

Versus

The Telecom District Manager, Hamirpur (Distt.)

....Respondent

APPEARANCES

For the Workman : Sh. Dinesh Kumar
For the Management : Shri K. K. Thakur

AWARD

Passed on 4-8-09

Government of India vide Notification No. L-40012/28/98-IR (DU) Dated 30-10-1998, by exercising its powers under Section 10 of Industrial Disputes Act (hereinafter referred as an Act), referred the following industrial dispute for adjudication to this Tribunal :—

“ Whether the action of the Management of Telecom in terminating the services of Shri Ravinder Kumar S/o Shri Ram Lal, Beldar is legal and justified ? If not, to what relief the workman is entitled ? ”

It is alleged by the workman that he was appointed as ‘beldar’ in the department of communication at Mehatpur, District Una, on 9-10-95. He was appointed on daily rates basis and was drawing Rs. 45.75 per day as his salary. His services were terminated on 5-6-1996 without notice, retrenchment compensation or one month wages in lieu of notice. Juniors to him were retained in the service, whereas, his services were terminated by the department against the provisions of Section 25G and 25H of the Act.

The opposite party denied the facts alleged by the workman in his statement of claim by filing the written statement. It was stated by the opposite party that neither any junior was retained in the service nor the workman has completed 240 days in the preceding year from the date of his termination. It was further alleged by the opposite party that in the preceding year he just worked intermittently for 164 days for which he was paid the wages.

Parties were afforded the opportunity for adducing evidence. The workman himself filed his affidavit and was cross-examined by learned counsel for the opposite party on 8-10-2001. Likewise, Shri J.L. Chandla, Divisional Engineer Administration filed his affidavit and was cross-examined by learned counsel for the workman on 11-5-2005. Certain documents were filed by the management as well as the workman. The documents includes certificates given by the officers of the opposite party to the workman, photocopy of the attendance sheet, certain other orders passed by the management etc.

It is the settled law of service jurisprudence that workman has to prove by some cogent evidence that he worked with the management for 240 days or more in the preceding year from the date of his termination, and even if he has worked less than this, any junior to him was retained in the service. It has been stated by the workman in his affidavit that he had worked for more than 240 days, but the documents filed by the management proved that he had worked much less than 240 days and had not completed 240 days in the preceding year from the date of his termination. The workman has also failed to prove that any junior to him was retained in the service. This fact came to the notice of the Tribunal that all the vacancies against

which the workman was working on daily wages were filled in through the regular appointment as per rules. The name of the workman was not sponsored by the employment office, whereas, it was an essential condition for recruitment of any person against the permanent vacancy under the rules. Thus, the workman was disengaged on account of filling up all the vacancies against he was working as the daily wager as per the procedure prescribe in the rules. So, it cannot be treated as the retrenchment and there is no illegality in disengaging the workman. The reference is accordingly answered that his disengagement is not suffering from any illegality and he is not entitled for any relief. Let the Central Government be approached for publication of the award and thereafter file be consigned.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 19 अगस्त, 2009

का. आ. 2517.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 189 तथा 190/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-8-2009 को प्राप्त हुआ था।

[सं. एल-40012/147,149/99-आई आर(डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 19th August, 2009

S. O. 2517.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 189 & 190/99) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1 Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Posts and their workman, which was received by the Central Government on 19-8-2009.

[No. L-40012/147,149/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH.

Case No. I.D. 189,190/99

S/Shri Pardeep Kumar & Mukesh Kumar C/o Shri B. M. Sharma, H-14, Post and Telegraph Colony, Ambala Cantt-133001

....Applicant

Versus

1. The Chief Post Master General, Post Office, Ambala Cantt.
2. The Superintendent, Railway Mail Service, HR Division, Ambala.

....Respondent

APPEARANCES

For the Workman : Shri S.P. Chawla Advocate.
For the Management : Shri G.C. Babbar advocate

AWARD

Passed on 11-8-09

Government of India vide Notification No. L-40012/147/99-IR (DU) Dated 13-9-1999 and L-40012/149/99-IR (DU) Dated 13-9-1999 by exercising its powers under Section 10 of Industrial Disputes Act (hereinafter referred to as an Act), referred the following two references for judicial adjudication to this Tribunal :—

1. “Whether the action of the Chief Post Master General, Haryana Circle, Ambala Cantt. and Supdt., Railway Mail Services, Haryana Division, Ambala Cantt in terminating the services of Sh. Pradeep Kumar is legal and justified ? If not, to what relief the workman is entitled ?”

2. “Whether the action of the Chief Post Master General, Haryana Circle, Ambala Cantt. and Supdt., Railway Mail Services, Haryana Division, Ambala Cantt. in terminating the services of Sh. Mukesh Kumar is legal and justified ? If not, to what relief the workman is entitled ?”

Common questions of law and facts are involved in both of the references; hence, the same are answered by this award. In ID No. 189 of 99 the workman submitted in his statement of claim that he worked as Mailman on daily wages with the management from 21-10-1995 to 17-01-1998 and on 17-01-1998 his services were terminated without any notice, one month wages in lieu of notice and retrenchment compensation. His juniors were retained in service and fresh hands were provided with the job, whereas, his services were terminated. The workman has submitted in his statement of claim, his termination was void and illegal being against the provisions of Section 25 (H) and 25 (G) of the Act. Likewise in ID No. 190 of 1999 Shri Mukesh Kumar Versus Post Office, the workman in his statement of claim submitted that he worked with the management of Post Office as Mailman on daily wages from 9-8-1996 to 31-01-1998 and his services were terminated without any notice or retrenchment compensation on 31-01-1998. Both of the workmen have requested for their reinstatement into the service with full back wages.

The management of Post Office submitted in its written statement that none of the workman was appointed as per the procedure on regular basis. Work from the

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workman was taken in the exigencies as on required basis. The workmen have not worked 240 days in the preceding year on the date of his termination and, as such, none of the workman is entitled for their reinstatement into the services.

Both of the parties were afforded the opportunity of adducing and filing evidence. The workmen filed their respective affidavits and were cross-examined by learned counsel for the management. Likewise Shri Siya Ram Sinkwal and Shri Gulab Singh were respectively cross-examined in both of the references as witnesses of the management. All the documents as prayed for by the workmen were filed by the management. The documents filed by the management shows the working days of the workmen and the wages paid to them. The statement of working days filed by the workman itself shows that not only in the preceding year from the date of his termination but in any of the calendar year they have not worked for 240 days with the management. I have gone through all the documents filed by the management minutely and I am of the view that none of the workman has completed 240 days of work with the management. There is one more contention of both of the workmen that their juniors namely; Kaleshwar Parshad, Moti Ram, Gopal Dass and Krishan Kumar were retained in service, whereas, their services were terminated. on perusal of materials on record, I am of the view that these workers were appointed by the management of Post Office on regular basis as per the rules of the Department. There cannot be any parity of a daily waged worker with the regular appointed employees.

Thus, neither the workmen had completed 240 days with the management, nor any junior to them was retained in the services in same capacity. Accordingly, both the references are answered with the finding that there has been no illegality in terminating the services of the workmen. The workmen, accordingly, are not entitled to any relief. Let the Central Government be informed for publication of award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 19 अगस्त, 2009

का. आ. 2518.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एंड सिंध बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 19/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-8-2009 को प्राप्त हुआ था।

[सं. एल-12012/141/97-आई आर(बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 19th August, 2009

S. O. 2518.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 19/98) of the Central Government Industrial Tribunal-cum-Labour Court No.1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sindh Bank and their workman, which was received by the Central Government on 18-8-2009.

[No. L-12012/141/97-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRIGYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case No. I.D. 19/98

Shri Pritam Singh, C/o R. K. Parmar, Q. No. 35-G, Nangal Township, Ropar, Punjab-140001.

....Applicant

Versus

The Assist. General Manager, Punjab & Sindh Bank, G.T. Road, Jalandhar-144005.

....Respondent

APPEARANCES

For the Workman : Shri R. K. Singh Parmar

For the Management : Shri J. S. Sathi

AWARD

Passed on 4-8-09

Government of India vide notification No. L-12012/141/97-IR (B-II) Dated 13-01-98, by exercising its powers under Section 10 of Industrial Dispute (hereinafter referred as an Act), referred the following industrial dispute to this Tribunal for adjudication.

“ Whether the action of the management of Punjab & Sind Bank in terminating the services of Shri Pritam Singh w.e.f. 30-6-92 is legal and justified ? If not, to what relief the said workman is entitled and from what date ? ”

After receiving the reference, parties were summoned. Parties appeared and filed their respective pleadings. Opportunity for adducing evidence was also afforded as per the provisions of the Act. Oral evidence was recorded and parties also preferred to file the documentary evidence. Opportunity for arguments was also given to the parties.

It is the contention of the workman that he worked with the management as a temporary peon from 8-08-87 to 30-06-92 continuously with few breaks which have no meaning in the eyes of law. He has completed 240 days of work in the preceding year from the date of his termination. His services were terminated on 30-06-92, without notice, one month wages in lieu of notice or retrenchment compensation. His termination is illegal and void being against the provisions of the Act. On the basis of above mentioned contentions, the workman has prayed for his re-instatement into the services with full back-wages along with consequential relief.

The management of the bank opposed the contention of the workman by filing the written statement. As per the facts mentioned in the written statement, the workman has not worked 240 days continuously in any of the academic year, he worked with the management. He was engaged by the bank intermittently as on daily-wage basis. It is also contended by the bank in its written statement that the memorandum of settlement dated 16-10-1992/13-08-1994 were arrived at between the management of Punjab & Sind Bank and worker's union namely All India Punjab & Sind Bank Staff Organization. As per the settlement any workman who has completed 240 days in any of the academic years from 1-1-1982 was to be given one time opportunity to appear into a test, and State wise seniority for purpose of absorption of their services into bank. The workman was not within the criteria of this settlement and the benefit of the settlement was not given to him. It was further contended by the management of the bank that he was involved in a criminal case for burning his wife and as such has no right for absorption in the bank service.

The workman in his affidavit has given the details of working days. He has also filed certain letters in which he has been shown as temporary peon. Documents which shows his qualification for the post of peon in the bank have also been filed. The management has also filed the detail description of working days, period of work and payment of wages made to the workman. I have gone through the evidence oral and documentary adduced/filed by the parties. If the statement of working days given by the workman in his affidavit is deemed to be correct, it is clear that workman has not worked for 240 days in the preceding year from the date of his termination. From this statement, it is also clear that he has not completed 240 days in any of the academic year, he had worked with the management. that is the reason, the benefits of settlement was not extended to him because he had not fulfilled the criteria for conferring such benefits. There is no iota of evidence that any junior to him was engaged after his termination in one of the letter written by the Bank regarding workman, he has been shown as temporary peon, but it cannot be decisive in deciding the claim of the workman. It

is admitted by the workman that no appointment letter was issued to him. It is further admitted that his name was not sponsored by the Employment Exchange. Thus, there is a force in the contention of the management that services of the workman were taken purely as daily-wage worker. For the appointment of temporary peon, the detailed procedure has been given in the rules and he was not appointed in compliance of procedure mentioned in the rules for appointment of temporary peon.

The workman has also tried to prove that he is perfectly eligible for the post of peon. This Tribunal cannot act as an appointing authority but its jurisdiction is confined to the reference referred by the Central Government. The reference referred by the Government is the legality of termination order.

As stated earlier, the workman had not worked with the management for 240 days not only in the preceding year from the date of his termination but in any of the academic year he had worked with the management. No junior was engaged after his termination, thus he is not entitled for the protection of the provisions of the Act.

Accordingly, the reference is adjudicated and answered that the termination of the workman is not illegal and the workman is not entitled for any relief. Let Central Government be approached for publication of award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 19 अगस्त, 2009

का.आ. 2519.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इण्डिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय, गुवाहाटी के पंचाट (संदर्भ संख्या 21/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-8-2009 को प्राप्त हुआ था।

[स. एल-12011/144/2003-आईआर(बी-II)]
राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 19th August, 2009

S.O. 2519.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.21/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Guwahati now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Union Bank of India and their workmen, which was received by the Central Government on 18-8-2009.

[No. L-12011/144/2003-IR(B-II)]
RAJINDER KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL CUM-LABOUR COURT, GUWAHATI,
ASSAM

Present :

Shri D. K. Deb Roy, M.A., LL.B.
Presiding Officer,
CGIT-cum-Labour Court,
Guwahati.

Ref. Case No. 21 of 2004

In the matter of an Industrial Dispute between :—
The Management of Union Bank of India, Guwahati.

Vrs

Their Workman Sri Putul Ch. Barman

APPEARANCES

For the Workman	: Sri B.N. Sharma, Advocate
For the Management	: Sri L. P. Sharma, Advocate Smt. R. Bhattacharjee, Advocate Sri S. Chakrabarty, Advocate

Date of Award: 12-8-2009

AWARD

1. The present reference is arising out of the Government Notification vide Memo No.L-12011/144/2003-IR (B-II) Dated: 19-1-2004, to adjudicate the issue as described in the Schedule below.

SCHEDULE

“Whether the action of the management of Union Bank of India in imposing the punishment of dismissal from service vide Order dated 19-12-2000 on Shri P. C. Barman is legal and justified? If not, what relief is the concerned workman entitled to?”

2. The case of the workman is described in a nutshell.

The workman is a member of the Union, a registered Trade Union operating in the establishment of the Union Bank of India (herein called the Bank). The workman has alleged that he joined as subordinate staff in the Bank on 12-6-1982 and was promoted to the clerical cadre on 10-7-1995. Thereafter he was appointed as Head Cashier on 1-6-1996 and posted in Ghaduligaon Branch. At the time of dismissal he was posted at Kharupetia Branch. He was placed under suspension on 21-3-1998. On 23-4-1998 he was served with a charge sheet leveling the following allegations.

- (i) Doing acts prejudicial to the interest of the Bank.
- (ii) Breach of any rules of business of the Bank.

The first charge was treated as gross misconduct and the second charge was minor misconduct. The

allegation against the workman is that on 9-5-97 Saving Bank Account Holder No.805 presented a self-cheque bearing No.147452 dated 7-5-97 for Rs. 31,275. The said amount was not paid to the customer on the contrary the same was deposited in S.B. Account No. 1856 standing in the name of the workman. The workman had withdrawn Rs. 16,000 on 9-5-97 and the balance amounting to Rs. 15,275 was withdrawn on the next day. The further case of the workman is that he purchased a withdrawal form from Barpeta Road Branch for an amount of Rs. 4,000. Accordingly a cheque for Rs. 4,000 was sent on 3-10-96. But the workman debited his account only on 1-3-97. The workman is alleged to have utilized Bank's money without paying any interest from 3-10-96 to 28-2-97 for the period of 5 months and the workman was asked to submit his explanation within 7 days. The workman submitted his explanation dated 26-6-98 wherein he denied to have committed any act prejudicial to the interest of the Bank. In his explanation he stated inter-alia that on the day of presentation of the said cheque the cash balance in the Bank was Rs. 791.77p. So he deposited the customer's cheque in his account. So far as the C.P. of Rs.4,000 is concerned the workman admitted the allegation and was agreed to pay the interest for 5 months. On 28th June, 1999 a supplementary charge-sheet was issued against the workman alleging that on 28-10-97 an amount of Rs.6,000 and on 13-11-97 an amount of Rs.4,000 were withdrawn by the workman from the S.B. Account of Halodhar Boro. That on 14-10-97 an amount of Rs.3,000 was withdrawn by the workman from the S.B. Account of Hirdoy Das. subsequently he repaid the amount by Demand Draft. He further explained that at that time he was in urgent need of money as his children was seriously ill and he himself was a T. B. patient and these exceptional circumstances compelled him to withdraw Rs.13,000 to meet the exigencies. Thereafter a supplementary charge sheet was submitted against the workman. Pursuant to the charge sheet the workman vide his letter dated 6-1-99 admitted his guilt of withdrawing Rs.13,000. The workman was informed vide letter dated 10-12-99 that Mr. P.M. Rathod, Dy. Manager (P), Regional Office at Bhubaneswar would hold an enquiry. Rathod issued notice dated 15-2-2000 to the workman informing him that the enquiry will take place on 13-3-2000. According to him the letters dated 10-12-99 and 11-12-99 were not endorsed to him. However, the enquiry was not held on that day rather the enquiry was held and concluded on 2-5-2000. During enquiry one witness on behalf of the Disciplinary Authority was examined. He also participated in the proceeding but examined none. According to him the enquiry was not fair giving a go-bye to the established Principle of Natural Justice. The Disciplinary Authority vide letter dated 2-12-2000 informed the workman as to the proposed punishment along with a copy of enquiry report directing him to appear on 13-12-2000 for hearing as against the proposed penalty on dismissal and for minor misconduct, proposed penalty of

stoppage of increment for six months with cumulative effect. According to him the enquiry officer opined that the allegation of depositing Rs.31,275 in his personal account does not disclose malafide intention. So far as the allegation of C.P. of Rs.4,000 remains as it is. According to him there were some procedural irregularities. According to him the punishment imposed upon him was contrary to the law. Thereafter second show cause notice was issued to the workman and after due hearing the Disciplinary Authority confirmed the punishment vide letter dated 19-12-2000. Thereafter, the workman preferred an appeal which was also dismissed. Being highly aggrieved the Union raised an Industrial Dispute which was culminated into a failure report.

3. The Union Bank of India (herein after called the Management) contested the proceeding by filing Written Statement refuting the claim of the workman. According to the management the Union as shown by the workman is not a Registered Trade Union under the provision of Trade Union Act, 1926. It is further alleged that the requirement of Section 22 of the Trade Union Act, 1926 has not been complied with by the workman. It is further alleged that Jagannath Chakrabarty, the Secretary of the Union has no locus-standi to initiate the proceeding. It is also alleged that there is nothing in the record to show that Mr. Chakrabarty was entrusted by a resolution to proceed with the proceeding. There is absolutely no materials to show that the workman Mr. P.C. Barman was the member of the Union. The further case of the Management is that the workman participated in the departmental proceeding and there is no whisper as to the perversity of finding. The main grievance of the Management is that while the workman was working as Head Cashier "C" at Ghaduligaon Branch he committed some misconduct which was reported to the Bank. Accordingly he was placed under suspension in terms of memorandum No. CO:IRD: 2286:98 dated 21-3-1998. Thereafter charge-sheet bearing No. CO:IRD:AS:MISC:2031:5127:98 dated 28-6-1998 was issued to the workman calling upon him to show cause as to why disciplinary action should not be taken against him. The first allegation levelled against the workman is that on 9-5-97 the S.B. Account Holder No. 805 presented a self-cheque bearing No. 147452 dated 7th May, 1997 for Rs. 31,275 at the Branch against which Token No. 14 was issued to the bearer of the cheque. But instead of making payment to the bearer of the cheque the workman deposited the same in his personal S. B. Account No.1856 and had withdrawn Rs. 16,000 on that day itself by withdrawal form and had withdrawn remaining amount of Rs. 15,275 on subsequent day. The further allegation of the Management is that the workman had purchased withdrawal form at Rs.4,000 at Barpeta Road Branch drawn in the S. B. Account No.1856 at

Ghaduligaon Branch. Barpeta Road Branch sent the cheque under C.P. No.111 for collection to Ghaduligaon Branch on 3rd October, 1996. Although there were sufficient balance in S. B. Account No.1856 on 18-10-96, 5-11-96 and 1-2-97 to honour the withdrawal form of Rs.4,000 but that was not done. Rather the workman had utilized Rs.4,000 from 3rd October, 1996 to 28th February, 1997 without paying interest on the same. According to the Management the workman committed gross and serious misconduct prejudicial to the interest of the Bank. Hence, the reference brought by the workman deserves to be dismissed in limine.

4. In order to ensure fairness and transparencies, both the parties were allowed to adduce evidence and to submit documents in support of their respective cases. Accordingly plethora of documents have been proved and exhibited.

5. Decisions and reasons thereof :

Heard the learned counsel appearing for the workman who in his efficacious submission has contended inter alia that there may be some irregularities here and there but it does not constitute the offence of misconduct, hence, the order of dismissal of his voice appears to be illegal and the workman should be reinstated along with backwages. The learned counsel for the Management has not personally argued the case but he has submitted his written argument, wherein he stated that the workman mis-utilized his position in the bank and had fraudulently withdrawn Rs. 13,000 without any authentication from the customer's account. He has further submitted that the workman admitted his guilt and the order of dismissal passed by the Management was right and justified and that should be affirmed.

The workmen examined himself as witness and his counterpart the Management has examined two witnesses.

6. Now let us consider the evidence on record. The workman in his evidence has said that during the suspension period he worked for sometime in the bank as Clerk in Kharupetia Branch. His attendance Register was also verified by the authority. The Manager of Kharupetia Branch verbally requested him to work in the Bank with an assurance that he will be reinstated. He has further said during the period of suspension he was drawing full salary. Ext. A series (certified copies) containing 50 sheets showing his hand writing. In cross-examination the workman has admitted that Ext. 1 is the suspension order. He has also admitted that during the suspension period he drew his subsistence allowances as per law he has also stated that after completion of one year, full salary was paid to him as subsistence allowance. Exts. 2 and 10 are the charge-sheets issued against him. In cross-examination this

witness has also stated that no written order was issued by the Branch Manager for allowing him to work at Kharupetia Branch during his suspension period. He has also stated that Central Office, Bombay is the appointing authority. He has also admitted that Branch Manager is not his appointing authority. Neither the Central Office nor the Regional office authorized him to work in the Kharupetia Branch during his suspension period. Exts.4, 5, 6, 7 were written by him. Ext.9 in his reply whereupon Ext.9(1) is his signature. Ext.10 is the supplementary charge-sheet received by him. Ext.11 is the reply submitted by him. Ext.11(1) is his signature. Ext.12 is the notice, issued to him by the Enquiry Officer. Ext.13 is the enquiry proceeding containing 12 pages. Ext.13 (1) to 13 (12) are his signatures. He received enquiry report, Ext.14 in 9 sheets. He also received the second show cause notice vide Ext.15. Ext.16 is his reply, wherein he admitted his guilt. Thereafter he was asked for personal hearing vide Ext.17. Ext.18 is the dismissal order. During the enquiry proceeding his authorized representative cross-examined the witness for the Management. Exts.13 (14) to 13 (23) are the signatures of his defence representative.

7. The Management witness No.1 has said the workman was charge sheeted dated 23-4-1998 asking him to show cause as to why disciplinary action should not be taken against him alleging that the account holder of S. B. A/C No.805 presented a self cheque No.147452 dated 7th May, 1997 for a sum of Rs.31,275 at Gadhuligaon Branch against token number 14 which was a bearer cheque. The said cheque purported to have been paid in cash by the workman but actually the cheque was not paid to the account holder rather the entire amount was deposited in the own account of the workman in his account No.1856. He has further stated that the workman purchased a withdrawal Form on 3-10-1996 for sum of Rs.4,000 at Barpeta Road Branch drawn at SB Account No.1856 at Gadhuligaon Branch which is the account number of the workman Putul Chandra Barman. The Barpeta Road Branch thereafter, sent the cheque (withdrawal form) under cheque purchase (CP) No.111 for collection to Gadhuligaon Branch on 3-10-1996. But Sri Barman did not honour the withdrawal form till 1st April, 1997 and thus he utilized the said amount from 3rd October 1996 to 28th February, 1997 without paying any interest to the bank violating the norms and procedure of the Bank, though the workman had sufficient balance at that time in his account. Ext.2 is the show cause notice dated 23-4-1998. Ext.3 is the self cheque dated 7-5-1997 issued by Block Development Officer, Jalah Development Block. Ext.4 is the pay-in-slip. Ext.5 is the withdrawal form dated 8-5-1997 for Rs. 16,000. Ext.6 is the withdrawal form dated 9-5-1997 for Rs.15,275. Exts.4, 5, 6 are the handwriting of the workman. Ext.7 is the withdrawal form (cheque purchase) bearing No.111 dated 3-10-1996. Ext.8 is the collection schedule dated 4-10-1996 issued by the Barpeta Road Branch. According to this

witness the workman Barman admitted his guilt in respect of charge No.2 as mentioned above in his reply dated 26-6-98 vide Ext.9. According to him temporary misappropriation was committed by the workman to a tune of Rs.4,000. This witness has made a categorical statement that the workman misappropriated another sum of Rs.13,000. According to him the concerned workman had a withdrawn a sum of Rs.6,000 from the account of Shri Haladhar Boro, vide S.B A/C No.1613 on 20-10-1997 and another sum of Rs.4,000 on 13-11-1997. The handwriting of the folio with the ledger is of the workman Sri Putul Chandra Barman. As a matter of fact, the workman Barman had fraudulently withdrawn Rs.10,000 in two occasions from the account of Haladhar Boro. He had also withdrawn Rs.3,000 from the S.B. Account No.83 standing in the name of Sri Hridoy Das on 14-10-1997. The withdrawal form was not signd by the account holder Hridoy Das. The bank accounts were forged by the workman. The workman vide his letter (Ext.11) had confessed his guilt that he had withdrawn altogether Rs.13,000 from the account of Haladhar Boro and Hridoy Das. Ext. 14 is the enquiry report. Thereafter all the formalities were complied with by the Management. Ext.16 is the reply of the show cause notice. Ext.17 is the findings of the personal hearing. Ext. 18 is the dismissal order.

In his cross-examination this witness has said that he does not know the name of the disciplinary authority as reflected in Exts.2 and 10. It was suggested by the workman that he has deposed falsely for the sake of the Management though he denied.

8. MW.2 in the same tune has supported the case of the Management. This witness has proved some documents viz. Ext.1, the suspension order dated 21-3-98; Ext.2 is the charge sheet dated 23-4-1998; Ext.3 is the self cheque dated 7-5-1997; Ext.4 is the pay-in-slip dated 8-5-1997; Ext.5 is the withdrawal form dated 8-5-1997 of Rs.16,000; and the Ext.6 is the withdrawal form dated 9-5-1997 for Rs.15,275; Ext.7 is the withdrawal form dated 3-10-1996 bearing No. C. P. III. Ext.8 is the collection schedule dated 4-10-1996; Ext.9 is the reply of the workman admitting his guilt. Ext.10 is the supplementary charge sheet dated 28-6-1999. Ext.11 is the confessional statement dt.6-1-1999. Ext.12 is the notice of the enquiry. Ext.13 is the enquiry proceedings. Ext.14 is the report of the enquiry officer. Ext.15 is the forwarding letter addressed to the workman. Ext.17 is the findings of the personal hearing and Ext.18 is the dismissal order. This witness has been cross-examined by the workman.

In cross examination, this witness has stated that he does not know whether the amount of Rs.13,000 was refunded by the workman. During cross-examination, no fruitful material could be brought from the mouth of this witness.

9. I have considered the evidence adduced by the workman vis-a-vis the evidence of the two witnesses of the Management. The workman has admitted his guilt vide Exts.9 and 11. Exts.9 and 11 have not been denied by the workman. Now crux of the question as to whether the workman was rightly dismissed from service.

10. The simple case of the Management is that being a Bank employee he misappropriated some amounts of other customers without any authentication which is a serious misconduct and it is unbecoming on the part of the Bank Employee. The workman tried to show that he was in need of money and accordingly he had withdrawn the money from the account of some customers. According to me the explanation as shown by the workman does not deserve any sympathy and accordingly he was dismissed from service by the Management. In my considered opinion, I hold that the action of the Management can not be said to be illegal. In this context, let me refer the following decisions of the Hon'ble Apex Court :

1. (1998) 4 SCC 310, wherein the Apex Court has held "It need to be emphasized that in the banking business, absolute devotion, diligence, integrity and honesty needs to be preserved by the Bank employees. If it is not observed, the confidence of the public/depositors would be impaired.

2. UCo Bank ... Vrs... Hardev Singh, in which the dismissal of a Clerk for misappropriation of Rs.864 was upheld by the Supreme Court.

3. In Municipal Committee, Bahadurghar ... Vrs... Krishna Behani and ors., reported in 1996 (2) PJLR, SC-9, wherein it has been held though the money misappropriated may be small, yet it is a serious crime for which no sympathy can be shown and it warrants punishment of dismissal.

4. (2000) 7 SCC 517, wherein it has been observed that misconduct on the part of the Bank Employee deserves dismissal from service.

11. Having heard both sides and having considered the entirety of the facts and circumstances of the case and having regard to the ratio as laid down by the Apex Court in a catena of decisions as referred to above, I am constrained to hold that the punishment imposed upon the workman does not appear to be unreasonable, harsh rather it appears to be commensurate with the charges brought against the workman, thus warrants no interference by this Court.

12. In the result, the punishment imposed upon the workman stands affirmed. With the observation indicated above, the issue is thus answered accordingly.

375 G1/09 - 27

The Award be sent to the Ministry as per law.

Given under my hand and seal of this Tribunal on this 12th day of August, 2009 at Guwahati.

D. K. DEB ROY, Presiding Officer

नई दिल्ली, 19 अगस्त, 2009

का.आ. 2520.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय नं 1. चण्डीगढ़ के पंचाट (संदर्भ संख्या 76/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-8-2009 को प्राप्त हुआ था।

[सं. एल-12012/3/2005-आईआर(बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 19th August, 2009

S.O. 2520.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.76/2004) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 18-8-2009.

[No. L-12012/3/2005-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH

Case No. I.D. 76/2004

Shri Mangat Ram S/o Shri Joginder Dass, R/o 12, House Line, Near Sunder Building, Krishna Nagar, Shimla (Himachal Pradesh)

....Applicant

Versus

The Branch Manager, Syndicate Bank, The Mall, Shimla, (Himachal Pradesh)

....Respondent

APPEARANCES

For the Workman :

For the Management :

AWARD

Passed on 31-7-2009

The Central Government vide notification No. L-12012/3/2005-IR (B-II) dated 3-3-2005 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Syndicate Bank, Branch Office, Shimla in terminating the services of Shri Mangat Ram w.e.f. 27-7-2004 is illegal and unjustified? If so to what relief the concerned workman is entitled to and from which date?”

2. Case taken up in Lok Adalat today. The parties settled the dispute after long discussion. The parties agreed in terms of the letter reference No. 5762/RC/PD/IRD/2009 dated 21-7-09 addressed to the Presiding Officer of this Tribunal. The bank has agreed to provide him the job either in Solan Branch or in Palampur Branch. The workman has agreed for his absorption in to the service of the bank in Solan Branch. The workman has forgone all the back wages and other consequential benefits. In view of the settlement, the reference is disposed of as settled. Central Government be informed. File be consigned.

Chandigarh
31-7-2009

G. K. SHARMA, Presiding Officer

नई दिल्ली, 21 अगस्त, 2009

का.आ. 2521.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑर्डरेन्स फैक्ट्री के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर/32/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-8-2009 को प्राप्त हुआ था।

[सं. एल-14011/13/2001-आईआर(डीयू)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 21st August, 2009

S.O. 2521.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/32/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Ordnance Factory and their workman, which was received by the Central Government on 21-8-2009.

[No. L-14011/13/2001-IR (DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

No. CGIT/LC/R/32/2003

Presiding Officer : Shri Mohd. Shakir Hasan

Shri H. L. Vishwakarma,
General Secretary, GCF Workers' Union,
1/8, T.I.T. Building, East Dhamapur,
Jabalpur

Workman/Union

Versus

The General Manager,
Ordnance Factory, Khamaria,
Jabalpur

The General Manager,
Gun Carriage Factory,
Jabalpur

Management

AWARD

Passed on this 6th day of August, 2009

1. The Government of India, Ministry of Labour vide its Notification No. L-14011/13/2001 (IR) (DU), dated 28-1-2003/3-2-2003 has referred the following dispute for adjudication by this Tribunal:—

“Whether Shri Doodhnath Singh is a protected workman in terms of Section 33 (3) of the I.D. Act and whether the action of the management of Gun Carriage Factory, Khamaria, Jabalpur in reducing the penalty of dismissal/termination from service to that of compulsory retirement and again to the penalty of reduction to the lower post of labourer (unskilled) during the pendency of adjudication proceeding before CGIT, Jabalpur (Reference Order No. L-14012/17/92 dated 27-9-93 of the Ministry of Labour) is legal and justified; and whether the demands of the union for payment of the wages to the concerned workman for the period from 14-3-92 to 10-8-92 for giving benefit of ACP and promotion to the post of semi-skilled grade are just and proper?”

2. The workman did not appear inspite of proper notice. Lastly the predecessor in office proceeded ex parte against the workman on 18-2-2008.

3. The management appeared and filed his written statement. The case of the management in short is that Shri Doodhnath Singh was a Central Government employee and was governed under CCS (CCA) Rules, 1965. He was holding a post of office bearer of the Union and was misusing his privilege of a Union leader. He has a

habitual offender by his indisciplined behaviour. He was given warning and censured on number of occasions. He was once dismissed and again reinstated and thereafter he was compulsorily retired from service. He filed review to the President of India and the Hon'ble President in exercise of power conferred on him modified the punishment to that of reduction to the lower post of Labourer (unskilled) vide order No. 22(3)/11/96/D/(Fr-II) dated 10-8-98. He retired from service w.e.f. 30-6-03 before completing 24 years qualifying service. As such he was not entitled to any further relief. It is submitted that the reference be answered in favour of the management.

4. To prove the case, the management has adduced oral as well as documentary evidence. The management witness Surjit Das is examined in the case. He is Joint General Manager in Ordnance Factory, Khamaria, Jabalpur. He has supported the fact that the workman was habitual offender by his indisciplined behaviour. He has several times punished and lastly he was compulsorily retired from the service. He has stated that he preferred review petition before the Hon'ble President of India where his punishment was reduced to the Lower post of Labour (unskilled). He has proved the documents which are marked as Exhibits M/1 to M/7. He has supported this fact that the disciplinary action was conducted according to rules and he had been given full opportunity to defend himself and the principles of natural Justice was followed. His evidence is ex parte as such there is no other evidence to contradict his evidence. There is no reason to disbelieve his evidence. Accordingly, the reference is answered in favour of the management and against the workman.

5. In the result, award is passed ex parte against the workman and in favour of the management without any order to costs.

6. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 27 अगस्त, 2009

का.आ. 2522.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ऑयल कॉर्पोरेशन लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय सं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 97/03, 103/03, 101/03, 99/3, 21/05, 30/2000, 31/2000, 26/05, 46/04, 568/05, 567/05, 98/03,

566/05, 11/07, 14/07, 1/03, 29/01, 27/05 एवं 28/05) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-8-2009 को प्राप्त हुआ था।

[एल-30012/27, 28, 24, 19, 46, 10, 26, 25, 23, 20, 2, 9 एवं 8/2002-आई.आर. (एम);
एल-30012/74 एवं 73/1999-आई.आर. (एम);
एल-30012/21/2004-आई.आर. (एम);
एल-30012/40 एवं 39/2006-आई.आर. (एम);
एल-30012/103/2000-आई.आर. (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 27th August, 2009

S.O. 2522.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 97/03, 103/03, 101/03, 99/03, 21/05, 30/2000, 31/2000, 26/05, 46/04, 568/05, 567/05, 98/03, 566/05, 11/07, 14/07, 1/03, 29/01, 27/05 and 28/05) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Oil Corporation Ltd. and their workmen, which was received by the Central Government on 18-8-2009.

[Nos. L-30012/27, 28, 24, 19, 46, 10, 26, 25, 23, 20, 2, 9 & 8/2002-IR (M)];
L-30012/74 and 73/1999-IR (M);
L-30012/21/2004-IR (M);
L-30012/40 and 39/2006-IR (M);
L-30012/103/2000-IR (M)]

KAMAL BAKHRU, Desk Officer
ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH

Case I.D. No. 97/2003 and 22 others (as mentioned in the list below)

Shri Anil Kumar & 22 Others (as mentioned in the list below)

.....Applicants

Versus

The Executive Director, Indian Oil Corporation Ltd. Panipat Refinery, Panipat-132140

.....Respondent

APPEARANCES

For the Workmen : Shri Karan Singh, A.R.

For the Management : Shri Vivek Kaushal, Advocate

AWARD

passed on 11-8-2009

This award shall dispose of 23 references of different workmen referred by the Central Government by different Notifications. The references which are being disposed of by this award are as follows:—

No.	I.D.No.	Reference No.	Parties Name
1.	97/03	L-30012/27/2002 IR (M) Dated 2-4-2003	Anil Kumar Vs. I.O.C.L.
2.	103/03	L-30012/28/2002 IR (M) Dated 2-4-2003	Tejbir Vs. I.O.C.L.
3.	101/02	L-30012/24/2002 IR (M) Dated 2-4-2003	Rajbir Vs. I.O.C.L.
4.	99/03	L-30012/19/2002 IR (M) Dated 2-4-2003	Dilbag Vs. I.O.C.L.
5.	21/05	L-30012/46/2002 IR (M) Dated 4-5-2005	Rajesh Kumar Vs. I.O.C.L.
6.	27/01	L-30012/105/2002 IR (M) Dated 8-1-2001	Naresh Vs. I.O.C.L.
7.	28/01	L-30012/104/2002 IR (M) Dated 24-1-2001	Raj Pal Vs. I.O.C.L.
8.	87/01	L-30012/131/1997 IR (C-1) Dated 4-3-1999	Rohtas Vs. I.O.C.L.
9.	30/2000	L-30012/74/1999 IR (M) Dated 24-1-2000	Vishnu Dutt Vs. I.O.C.L.
10.	31/2000	L-30012/73/1999 IR (M) Dated 24-1-2000	Sitender Vs. I.O.C.L.
11.	26/05	L-30012/10/2002 IR (M) Dated 8-6-2005	Karamvir Vs. I.O.C.L.
12.	46/04	L-30012/21/2004 IR (M) Dated 2-11-2004	Randhir Singh Vs. I.O.C.L.
13.	568/05	L-30012/26/2002 IR (M) Dated 4-11-2003	Subhash Vs. I.O.C.L.
14.	567/05	L-30012/25/2002 IR (M) Dated 2-4-2003	Sat Pal Vs. I.O.C.L.
15.	98/03	L-30012/23/2002 IR (M) Dated 2-4-2003	Krishan Vs. I.O.C.L.
16.	566/05	L-30012/20/2002 IR (M) Dated 2-4-2003	Suresh Kumar Vs. I.O.C.L.
17.	11/07	L-30012/40/2006 IR (M) Dated 15-1-2007	Sat Pal Vs. I.O.C.L.
18.	14/07	L-30012/39/2006 IR (M) Dated 15-1-2007	Surinder Singh Vs. I.O.C.L.
19.	1/03	L-30012/2/2002 IR (M) Dated 10-12-2002	Jaibir Vs. I.O.C.L.
20.	29/01	L-30012/103/2000 IR (M) Dated 24-1-2001	Inder Vs. I.O.C.L.
21.	27/05	L-30012/9/2002 IR (M) Dated 8-6-2005	Ishwar Singh Vs. I.O.C.L.
22.	28/05	L-30012/8/2002 IR (M) Dated 8-6-2005	Jasbir Singh Vs. I.O.C.L.
23.	69/99	L-30012/132/1997 IR (C-1) Dated 23-2-1999	Joginder Singh Vs. I.O.C.L.

Common questions of law and facts are involved in these references; hence, all the references are hereby disposed of by this award. No doubt the nature of work of few set of workman was different. Few workmen alleged that they worked as Sweepers, whereas, the others contended that they worked as Mechanic or other some types of similar work. But as stated earlier, the common question for adjudication is same and that is whether there existed any employer-employee relationship between the management of Indian Oil Corporation and the workmen? The relative issue is to what relief the workmen are entitled?

On perusal of the pleadings of the parties, it is evidently clear that workmen have challenged their termination order being violative of the provisions of Industrial Disputes Act. It was contended by the workmen that they were engaged by the management of Indian Oil Corporation directly. They were under the

administrative control of the management of the Indian Oil Corporation and they were paid wages by the Indian Oil Corporation. On the other hand, the management Indian Oil Corporation has alleged that all the workmen were engaged on contract and they were the employees of the contractor and not of the Indian Oil Corporation.

Opportunity for adducing evidence was given to the workmen and the management. Evidence was accordingly, recorded. Documentary evidence was also filed in some cases by the workmen and almost in all the cases by the management as well. No doubt, the contention in some of the references is different; accordingly, the same shall be dealt with in this award separately. At the cost of repetition, the main issue is the same, i.e. employer-employee relationship.

The evidence of the workman was recorded and in different sets of references, different officer of

management was examined. I have gone through the pleadings and evidence of the parties in all the references. It is evidently clear that the matter involved in all the references is almost similar and the grievances can be redressed by a single award. No doubt, in few references there are some additional pleas taken by the workmen. The pleas so taken shall be discussed and dealt with separately in this very award. Thus, for the purpose of adjudication of all the references, considering similar nature of reference, I am consolidating the files and answering all the references by this award.

I have heard the parties at length. The main arguments of the workmen and their learned legal representative/counsel are that all the workmen were engaged/appointed by the management of Indian Oil Corporation directly and if their appointments have been shown through contractor by the management, it is illegal being against the provisions of the Contract Labour (Regulation and Abolition) Act, 1970. It was further argued that all the workmen were directly under the administrative control of the management and they were paid wages by the management of Indian Oil Corporation and in fact, they were the employees of Indian Oil Corporation and not of the contractor.

On the other hand, learned counsel for the management of Indian Oil Corporation submitted that there existed no relationship of employer-employee between the management of Indian Oil Corporation and the workmen. The services of the workmen were provided by the different contractors. The consolidated contracted amount was paid to the contractor by the management of Indian Oil Corporation, and thereafter, the wages of the workmen were paid by the contractor and not by the management of Indian Oil Corporation. It was further argued by the learned counsel of the management that there has been no violation of any provisions of the Contract Labour (Regulation and Abolition) Act, 1970. If there is a violation of any provisions of the said Act, the workmen were not to be treated as direct employee of the Indian Oil Corporation but it will resulted into criminal action against the concerned authorities under the penal provisions of the said Act.

The issue of employer-employee relationship between the management of Indian Oil Corporation and the workman is a mixed question of facts and law, and accordingly, shall be adjudicated on the basis of evidence and pleadings of the parties.

In all the references, it is admitted fact that no appointment letter was issued by the management. It is denied by the workmen that the payment of wages were made good by the contractors but on perusal of the documents filed by the management, it is evidently clear that the payment to the workmen were made good by the respective contractors and not by the management of Indian

Oil Corporation. Hon'ble Supreme Court in 2008 LLR-304, GM ONGC Sitalur Vs ONGC Contractual Workers Union had laid down the criteria to establish the direct employee-employer relationship between the workmen and the management of any organization. If we apply the ratio of GM ONGC Sitalur's case (Supra), the workmen have to prove the following facts to establish the employee-employer relationship:—

1. That there existed a relationship of master and servant.
2. That there was no contractor appointed by the management of Indian Oil Corporation Ltd.
3. The management of Indian Oil Corporation Ltd., used to supervise the alleged work assigned to individual workers.
4. That the management of Indian Oil Corporation Ltd. took disciplinary action and called for explanations from the workers.
5. That the workers were paid wages by the management of Indian Oil Corporation Ltd., directly and not through the contractor.
6. At the cost of repetition, the wages were paid directly to the workers by the management of Indian Oil Corporation Ltd., and the acquaintance roll were prepared by the management of Indian Oil Corporation Ltd., to make the payment to the workers.

If the above mentioned ratio of GM ONGC, Sitalur's case (supra) is applied in all the references, it is clear that workmen have failed to prove that they were appointed/engaged by the management of Indian Oil Corporation. There is no iota of evidence on record to prove that they were directly under the administrative control of the management of Indian Oil Corporation. No doubt, it is contended by the workmen that their attendance were marked by the officers/officials of management of Indian Oil Corporation, but it will not be sufficient to prove the administrative control over them.

In I.D. Nos. 1/2003, 97/2003, 98/2003, 99/2003, 101/2003, 103/2003, 566/2005, 567/2005 and 568/2005 the workmen who alleged to work as the sweepers in the office of management of Indian Oil Corporation, contended that there is a difference in the nature of documents filed by them and provided by the management of Indian Oil Corporation. When I perused the documents in detail during the course of arguments, it came to my notice that at the top of the attendance sheet there is a sign of a small piece of paper and after getting the zeroex something was written on zeroex paper and it was further zeroed and filed by the workmen in these references. This event was accepted by the learned counsel for the workmen that it seems to be zeroed by putting some small piece of

paper at the space where the name of principal employer was written. Thus, under such circumstances this piece of paper (attendance sheet) cannot be considered in creating the master-servant relationship between the workmen and the management of Indian Oil Corporation.

All the workmen were supposed to file/adduce some cogent evidence like sanction of leave application, disciplinary action taken by the management of Indian Oil Corporation, if any, etc. Few instances have been shown by the workman in their cross-examination. When they were examined by the Tribunal, they stated that they used to apply leave to the officer of Indian Oil Corporation. But there is no piece of document provided to this Tribunal to prove that leave were ever sanctioned to any workmen by the management of Indian Oil Corporation. Thus, the instances enumerated by the workmen in the references are not sufficient to constitute the administrative control by the management of Indian Oil Corporation over all the workmen. Accordingly, the workmen have failed to prove that they were under the administrative control of the management of Indian Oil Corporation.

On the payment of wages, the management of Indian Oil Corporation has filed the documentary evidence, which proves that consolidated amount on the basis of number of days worked by the workmen were given to the contractor and the contractor on the other hand used to pay wages to the workmen. The management has filed all the relevant documents, such as, attendance sheet signed by the officers of Indian Oil Corporation, order of payment passed on attendance of the workmen to the contractor, and thereafter, the payment of wages by the contractor to the workmen. Moreover, the management has also filed the detailed description of pay rolls containing all the details of payment of wages made good to its workmen, employees and officers. The name of workmen did not find place in these pay rolls.

The management of Indian Oil Corporation has also apprised this Tribunal that there is the procedure for recruitment of workmen for a particular work. No workman was recruited/appointed as per the rules of the department. Their services were provided by a contractor on outsourcing.

On perusal of all the evidence, oral and documentary, given by the workmen/officer of the management of the Indian Oil Corporation, I am of the view that payment of wages to all the workmen were made good by the contractor and not by the management of Indian Oil Corporation.

The above discussion proves that neither the workmen were appointed/engaged by the management of the Indian Oil Corporation nor they were under the administrative control of the Indian Oil Corporation. They were also not paid the wages by Indian Oil Corporation. Hence, there existed no master-servant relationship

between the management of Indian Oil Corporation and the workmen. In few of the references, it is contended by the workmen that the contractor, if any, shown by the management of Indian Oil Corporation was camouflage and shame. In ONGC Silchur's case (supra), the conditions under which a contractor can be treated as camouflage and shame are mentioned. Hon'ble Supreme Court in this case has relied upon the law laid down in Steel Authority of India Ltd. and others Vs. National Union Water workers and Others AIR 2001 SC-3527. The question before this Tribunal is under what circumstances the contract between management of Indian Oil Corporation and the workmen can be held to be shame and camouflage? In case the contract has been held to be shame and camouflage, the contract labour working under the management of principal employer are held to be the employees of the Indian Oil Corporation. It depends on the facts and circumstances of each case, whether the contract executed in between management and the contractor is camouflage and shame? It is also an issue of facts and has to be decided on the facts and circumstances of the case. Whether there is a genuine contractor, and whether there is a proper master-servant relationship in between the management of the Indian Oil Corporation and the workmen also depends on the facts and circumstances of each reference. The Court/Tribunal has to apprise whether these facts emerged in reality or there was some paper arrangement to make the payment good to the workmen through contractor.

In few of the references, the nature of contractor is challenged by the workmen. No, doubt, almost in all the references it is not mentioned in the pleadings that there was a contract between the contractor and the management of Indian Oil Corporation. But the documents provided and filed by the management of Indian Oil Corporation proved that the workmen were having the notice and knowledge that their services are being taken through a contractor. On the basis of the documents, I am of the view that prior to raising the Industrial dispute, the workmen were having the knowledge and notice that their services were provided to the management of Indian Oil Corporation through contractor, but there is no mention of this fact in pleadings almost in all the references barring few. It is contended by the workmen that the contract is shame and camouflage and viol being against the provisions of Contract Labour (Regulation and Abolition) Act, 1970. Unless and until the terms and conditions as laid down in GM ONGC's case (supra) are not fulfilled, no workmen can be treated as the direct employee of Indian Oil Corporation.

The next issue for the disposal before this Tribunal is whether the workmen will be deemed to be in the services of the management of Indian Oil Corporation on account of violation of any of the provisions of Contract Labour (Regulation and Abolition), Act 1970. It is issue of law and has limited concern with the facts. On the issue of facts, I

have already given my view that the workmen are not employees of the management of Indian Oil Corporation but their services were provided by the different contractors to the management. As this issue of law is also raised by the parties, it is the duty of this Tribunal to decide it as well. On this issue, I am of the view that there may be three circumstances:—

There may be a case where the practice of contract labour is prohibited by the appropriate Government under Section 10 (1) of the Contract Labour (Regulation and Abolition) Act, 1970.

2. There may be an issue regarding the registration of establishment of principal employer under Section 7 of the Contract Labour (Regulation and Abolition) Act, 1970.

3. There may be an issue regarding the license by the contractor under Section 12 of the Contract Labour (Regulation and Abolition) Act, 1970.

The issue to be decided is whether in the case of violation of any of the provisions mentioned under Section 10(1), Section 7 and Section 12 of the Contract Labour (Regulation and Abolition) Act 1970, the contract labour shall be deemed to be an employee of the Principal employer?

This issue has been settled by Hon'ble the Apex Court in Steel Authority of India Ltd.'s case (supra). Moreover, Punjab and Haryana High Court in Food Corporation of India and others Vs. Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh and others 2008 LLR 391, has decided this issue after relying the ratio of Steel Authority of

India Ltd., case (supra). Without mentioning the relevant paras of Steel Authority of India Ltd.s case (supra) and of Food Corporation of India and others Vs. Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court-1's case (supra), I am relying the ratio of both of the judgments, and the ratio of both of the judgement is that if there is any violation of Section 7, Section 10 and Section 12 of The Contract Labour (Regulation and Abolition) Act, then only penal provisions of Section 23 and Section 25 of the said Act are attracted. Hence, it is nowhere provided that such employees, employed through the contractor would become employees of the principal employer. I have gone through the facts and circumstances of the case. Almost in all the references the registration and the license have been produced by the management of Indian Oil Corporation. It may only resulted in penal actions under Section 23 and Section 25 of the Contract Labour (Regulation and Abolition) Act, 1970, if there is any violation of any provisions of the Contract Labour (Regulation and Abolition) Act.

Accordingly, I am of the view that none of the workmen was the employee of the management. There was no relationship of master-servant and employer and employee between the workmen and the management of Indian Oil Corporation. Thus, no question for termination of the services of the workmen by Indian Oil Corporation arises. All the references are answered accordingly and the workmen are not entitled for any relief. Let the Central Government be informed, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer